

## CASES REPORTED THIS WEEK.

## In the Solicitors' Journal.

Arch v. Beattink .....	318
Countess of Dudley's and London and North-Western Railway Co's Contract, Re .....	317
Fennessy v. Rabbits & Sons .....	316
Gardiner, Re, Jones v. Gardiner ..	318
Goring v. Lloyd .....	316
Grey, Re, Atkinson v. Greenwood ..	316
Hayward v. Lely .....	317
Hall, Barnsley, and West Riding Railway Co. v. Yorkshire and Derbyshire Coal Co. ....	315
Mallet v. Hanly .....	316
Osborne v. Milman .....	319
Payne, Re, Rees v. Ashmead .....	317
Penny v. Hanson .....	318
Pickel v. London and County Banking Co. (Lim.) .....	315

Reg. v. Mayor of Liverpool .....	318
Shaw v. Gervan .....	319

## In the Weekly Reporter.

Berridge v. Man On Insurance Co. ..	343
Bray v. Gardner .....	341
Brook v. Brook .....	351
Carling v. London and Leeds Bank ..	344
Gardiner v. Courthope .....	352
Margary v. Robinson .....	350
Outlay Assurance Society, In re ..	318
Price, In re .....	340
Pryor v. Pryor and Shelford .....	349
Seton, Laine, & Co. v. Lafone .....	347
Smythe v. Smythe .....	346
Tucker, In re, Bowdler v. Gordon ..	344
Whorwood, In re, Ogle v. Lord Sherborne .....	312
Woodward v. Goulstone .....	337

## The Solicitors' Journal and Reporter.

LONDON, MARCH 12, 1887.

## CURRENT TOPICS.

THE LEADING COUNSEL in the several courts of the five Chancery judges have been looking for a renewal of the practice of former years, under which the judges were absent for a few days in order to make a break in the long sittings, but none of the learned judges has expressed an intention this year to adopt that practice.

THOSE PERSONS who consider themselves entitled to fabulous sums lying in the Pay Office of the Supreme Court, are afforded a fresh opportunity of extending their researches by a supplement to the *Gazette* just issued, containing a list, in alphabetical form, of accounts which have not been dealt with for fifteen years. They are, however, warned that only 1-19th of the amounts standing to these accounts exceed £1,000, and that only one-third exceed £100.

THE MODERN SYSTEM by which each judge in the Court of Appeal delivers an independent judgment, even when all are agreed, has several disadvantages. One of them was made apparent during the hearing of *Re Arbuz*, a trade-mark case relating to the "Gem" air-gun. The three judgments of the Court of Appeal in the case of the "Melrose" hair-restorer and "Electric" velvetten (*Re Van Duzer and Re Leaf & Sons*, 35 W. R. 294) were much relied on, and a good deal of discussion took place as to the possible differences of view expressed by their lordships. It appeared, however, that the two Lords Justices who followed Lord Justice Cotton intended to say the same thing as he had said, and that the difficulty of repeating the same thing in different words had led to unintentional discrepancies. It was obvious that, if each of the two judges had merely said "I concur," their judgments, and the judgment of the court, would have been far more forcible and three times as intelligible. Another misfortune of the multiplicity of judgments is due to the singular etiquette of the bench, which has come to make it necessary, when a judgment is to be reversed, for the same thing to be said three times over, "out of respect" for the judge whose judgment is treated with none. It was Lord BRAMWELL, when a Lord Justice, who introduced this form of politeness, but then he was a judge strong enough to be silent when he had nothing to say. It was his rule to add nothing when concurring; it is not the rule of more recent times.

THERE is a curious oversight on the part of the framers of the Settled Land Act, 1882, with regard to the powers of married women under the Act. By section 61, sub-section 2, the powers of tenant for life under the Act are conferred on married women, and by sub-section 6 of the same section it is enacted that a restraint on anticipation in the settlement shall not prevent the exercise by a married woman of any power under the Act. So a married woman, tenant for life and restrained from anticipation, has the powers given by the Act. Now comes the anomaly. If

a married woman has the *fee simple*, but is restrained from anticipation, she does not come within the Settled Land Act, and cannot grant a valid lease (see *Re Curry*, 35 W. R. 326) by reason of the restraint on anticipation. The result is, that the lesser interest—namely, the tenancy for life—carries with it larger powers than absolute ownership in cases of married women restrained from anticipation. It is said that a Bill will be introduced into Parliament in the course of the present session to remove this anomaly. It is clearly a case for legislative interference.

IT IS NOT SURPRISING that the good sense of the Bar Committee should have shelved the strange proposal "that a committee be appointed to inquire and report whether there is any binding rule or custom which prevents a member of the bar from seeing or doing business with clients personally without the intervention of a solicitor; and also whether there are any, and what, exceptions to such a rule." Supposing a committee to be appointed, and to report, with a great flourish of historical research, that in the time of Queen ANNE there was no intervention of the solicitor, but that "Widow BLACKACRE" instructed her counsel personally—what then? If, as is commonly admitted, Queen ANNE is dead, it is not less true that the practice in her time is also dead. Supposing it were further reported that there is no statute law requiring counsel to be instructed by a solicitor except a County Court Act—what then? It is not statute law, but etiquette or custom which governs the action of the bar in these matters; etiquette or custom means no more than the practice of the time, and at no time has the practice of the intervention of the solicitor been so firmly established as during the last half-century. If it were desirable to stir up the matter at all, the inquiry should be, not whether there is any custom preventing a member of the bar from seeing or doing business with clients personally, but whether it is expedient that the well-established custom to the contrary should be abolished. Upon that question we do not suppose that a dozen men in fair practice at the bar could be found to support the affirmative.

ONE OF THE MOST USEFUL provisions of the Railway and Canal Traffic Bill is that which it is proposed to substitute for the present section 13 of the Regulation of Railways Act, 1873. By that section any municipal corporation, local or harbour board may complain to the Railway Commissioners of a contravention of the Traffic Acts without proof that the complainants are aggrieved by the contravention, but a proviso (unwisely inserted in the House of Lords) greatly weakened the power of the local authorities by requiring, as a condition precedent, that their complaint be accompanied by a certificate of the Board of Trade "to the effect that, in their opinion, the case is a proper one to be submitted." The Bill enlarges the number of local bodies who are to have a *locus standi* by the addition of justices in quarter sessions, county representative bodies, and "any such association of traders, or freighters, or chamber of commerce or agriculture as may obtain a certificate from the Board of Trade that it is, in the opinion of the Board of Trade, a proper body to make such complaint." Municipal corporations, therefore, and other bodies of whose representative character there can be no doubt, are, under the new provision, to be left entirely to judge for themselves whether they will apply to the commissioners or not, while chambers of commerce and similar bodies are to be controlled by the Board of Trade, not as regards the goodness of their case, but only as regards their representative character—a very material distinction.

AT LEAST two of the judges of the Court of Appeal disagree with the policy which dictated the provisions of the rule of December, 1885, now numbered as R. S. C., 1893, L.V., 74. On the occasion of the hearing of an appeal on the 4th inst., in an action of *Re Pickel, Claus v. Pickel*, commenced by originating summons, the judge in chambers pronounced on the construction of a will, and the order, which was drawn up in chambers in accordance with the above-mentioned rule, was defective in several respects, and especially in that it failed to follow the words of the instrument under construction. Lords Justices COTTON and LINDLEY

expressed their disapprobation of the rule which allowed such orders to be drawn up by the chief clerks instead of by the registrars. Ord. 55, r. 74, was undoubtedly framed upon the resolution (No. 27) of the committee appointed by Lord SELBORN, "that many of the orders made in chambers, other than money orders, should be drawn by the chief clerks, unless the judge otherwise directs." It does not appear that any of the chancery judges have given any special directions to their chief clerks on the subject, though it is the fact that many orders are now drawn in chambers which used to be drawn by the registrars. No one was ever able to understand the object of that part of the rule which carries out the above-quoted words of the resolution. It surely could not have been intended to expedite business by adding to the work of the chief clerks and taking away some work from the registrars. If the evidence taken by the committee is examined, it will be found that the principal witness on this point—Mr. HAWKINS, chief clerk to Mr. Justice CHITTY—says, in effect (625—8), that the orders could be drawn at chambers, but to have them so drawn would largely increase his labour; that, even supposing there were a sufficient staff for the purpose, it would be very undesirable, as the registrars are a body of men "trained up from their youth in orders"; that when errors are made in chambers they are discovered by the care of the registrars, and that no time would be saved by the proposed change. In the case before the Court of Appeal the error which was made in chambers would in all probability have been detected under the scrutiny of the registrars, and from the words let fall by the judges it may be expected that this source of error will be put a stop to, or greatly modified, at an early date.

WE RECORD elsewhere the lamented death of Mr. WILLIAM SHAWN and the leading facts of his career; but, apart from his many claims to grateful remembrance on the ground of public services and works of benevolence, there is a special reason for a tribute to his memory in these columns. He was one of the most active movers in the project which resulted, more than thirty years ago, in the establishment of the SOLICITORS' JOURNAL; and he acted for many years as secretary of the company, composed of London and provincial solicitors, which was formed for that purpose. It was, we believe, Mr. SHAWN who laid down in the first article of the first number the lines on which the journal was to deal with the interests it was established to promote. "It will be the duty of this journal to secure for the solicitor, so far as its power shall extend, the recognition of his fair rights and proper social character and position. But there is nothing of an aggressive nature in the functions which we thus assume. . . . That which is for the general good is best for individuals and classes, and the interest of the client is the same thing as the interest of the lawyer of every grade. By this principle we propose to try all questions, and we believe that, if fairly applied, it will suffice for their solution. And if in time we can convince the public that this is the rule which guides our efforts, we shall be sure of obtaining for the body we undertake to represent a fair and impartial investigation of whatever claims it may have to urge. It must always be remembered that the duty of this journal is not only to convince solicitors that their claims are just, but to convince the world at large, and this we can only hope to do by establishing a reputation for full and free inquiry, for fair and unbiassed judgment, and frank, uncompromising declaration of the conclusions at which we have arrived." Since those lines were written, thirty years ago, the advance in the recognition of the rights of solicitors and in their social position has probably been far greater than their writer ventured to anticipate. It is not for us to say how far during that period this journal has aided in the accomplishment of this result; the important matter has been that the action of the successive Councils of the Incorporated Law Society has been, on the whole, honourably distinguished by a steady adherence to Mr. SHAWN's conception of the true interests of the profession.

A BIRMINGHAM PAPER recently stated that the Solicitor-General had given an opinion on an important point connected with the

position of creditors who have assented to a private arrangement with an insolvent debtor who has subsequently become bankrupt—

"In the case submitted to the Solicitor-General, many of the creditors had executed an ordinary deed of arrangement, and within three months of the execution of the deed a receiving order had been made against the debtor. The Solicitor-General advises that none of those creditors who executed the deed can prove against the estate or participate in its assets. They have, he holds, released the debtor by an instrument under seal, and if bankruptcy intervenes within three months of the release they cannot rank as creditors of the estate. We understand that Sir EDWARD CLARKE goes so far as to hold that they cannot even prove for the amount of the composition stipulated for in the deed of arrangement."

It has been subsequently stated that the opinion is signed by Sir EDWARD CLARKE and Mr. M. MUTE MACKENZIE; that it covers "all arrangements on which the creditors give a release under seal," and that the ground of the opinion is that, "as a release under seal requires no consideration to support it, the only effect of a subsequent bankruptcy is that any property which the deed purports to convey to the creditors becomes the property of the trustee in bankruptcy. For every other purpose the deed is valid against the creditors, who are thus absolutely bound by their release." It would seem from the first of these statements that the deed to which the opinion related was an ordinary composition deed, and it would be interesting to learn in detail how the learned counsel dispose of the ordinary notion that the express mention in such a deed of two considerations—viz., the agreement of all the creditors to execute it; and the covenant to pay the stipulated composition—makes the failure of either of these considerations fatal to the deed, and restores the creditors' previous rights. In most composition deeds a proviso is inserted for the revival of the debts of the creditors on failure to meet any of the instalments of the composition, and as regards future deeds of arrangement, the opinion, even if correct, need not occasion uneasiness. Nothing more appears to be necessary than the insertion of a proviso that, in case bankruptcy should supervene or any other event occur to deprive the creditors of the benefit of the assignment or composition (as the case may be), the release contained in the deed should be void. Many of our readers will have observed that, in the drafts of deeds of arrangement prepared by experienced practitioners since the Act of 1883, a clause is inserted, expressly providing that, in the events above mentioned, "the release or discharge aforesaid shall not prevent the creditors from claiming under such bankruptcy proceedings."

#### INCUMBRANCES UNDER THE YORKSHIRE REGISTRIES ACTS, 1884, 1885.

##### I.

UNDER the Yorkshire Registries Act, 1884, which came into operation on the 1st of January, 1885, "assurance" is defined (section 3) so as to include (*inter alia*) any "conveyance, judgment, decree, writ of execution or sequestration, adjudication in bankruptcy, or other order or process of, or issuing from, a court of competent jurisdiction."

Power is given (section 4) to register "all assurances executed or made" after 1884; and by section 14, "all assurances entitled to be registered under this Act shall have priority according to the date of registration thereof, and not according to the date of such assurances or of the execution thereof. . . . All priorities given by this Act shall have full effect in all courts, except in cases of actual fraud, and all persons claiming thereunder any legal or equitable interests shall be entitled to corresponding priorities, and no such person shall lose any priority merely in consequence of his having been affected with actual or constructive notice except in cases of actual fraud. . . . and any disposition of land or charge on land which, if unregistered, would be fraudulent and void shall, notwithstanding registration, be fraudulent and void in like manner."

This Act has introduced a novel principle into our law. Hitherto every person has been bound to take notice of every order of a superior court, but it appears that, if the land affected by the order is situated in Yorkshire, a person making title to the land by a conveyance executed after the order was made, but registered before the order is registered, has priority over the person who claims by virtue of the order. In other words, the purchaser is



in the same position as he would be if the land was situated in any other part of England and the conveyance was executed before the order was made, so that the land is not affected by the order. This conclusion is somewhat startling, but it appears to be justified by the following considerations. We propose in this article to discuss the effect of such a conveyance.

*Caveats.*—A caveat may, by the amending Act of 1885, s. 3, be registered with respect to any lands "by any person claiming to be entitled to any interest in such lands in favour of any person named therein," and any assurance made while the caveat remains in force by the person giving the caveat in favour of the person in whose favour the caveat is given, his heirs, executors, administrators, or assigns, and duly registered, shall have the same priority as if it was registered at the date on which the caveat was registered.

*Lis pendens.*—It should be borne in mind that the doctrine of *lis pendens* merely states that, as it is necessary to the administration of justice that the decision of the court in an action should be binding, not only on the litigant parties, but upon those who derive title under them during the action, "*pendente lite*" every conveyance of the subject-matter of the action made by a litigant during the action is subject to the rights which are enforced in the action in favour of the other litigant. All that is effected by 2 & 3 Vict. c. 11 is to provide that where an action or other proceeding is not registered as a *lis pendens* a purchaser *pendente lite* without notice shall not be affected by the doctrine; it follows that a *lis pendens* does not fall within the definition of "assurance" in the Yorkshire Registries Act, 1883, and accordingly cannot be registered under that Act.

*General remarks on registration of writs or orders.*—The memorial of a writ or order must contain (Yorkshire Registries Act, 1884, s. 6), *inter alia*, "So much of the order as affects any lands within the Riding, or describes or defines such lands," and it cannot be registered (section 8) "unless . . . an office copy of such order . . . is produced to the registrar at the time of such registration." Without discussing the somewhat obscure question in how short a time after an order is made or writ issued it is possible to obtain an office copy, it is evident that, between the making or issuing and the registration of the order or writ, an interval of time will necessarily elapse sufficient to allow a conveyance of the land affected by the order or writ to be executed and registered before it is possible to register the order or writ. The terms of the provisions as to caveats do not seem to be applicable to the case of orders or writs; but, even if they are, one litigant would hardly ever give a caveat in favour of another.

Three questions present themselves—

(1) What is the effect of a conveyance executed after the making of the order or issue of the writ but registered before the order or writ is registered, and before it is carried into effect?

(2) What is the effect of a conveyance executed or registered after the order or writ has been carried into effect but not registered?

(3) What is the effect of an order made after a contract for sale but registered before the conveyance is registered?

The answer to these questions may depend upon the nature of the order or writ.

In discussing them it is important to remember that the existing Yorkshire Registries Act is merely substituted for the old Acts, the object of which was to render purchasers and mortgagees secure, not to assist execution creditors or persons claiming under a bankruptcy. It must also be remembered that the word "priority" is generally used in legal documents to mean priority of effect not of date, though it may be used in the latter meaning; it is probable, therefore, that the words in the Yorkshire Registries Act of 1884, s. 14—"shall have priority according to the date of the registration thereof, and not according to the date of such assurances or of the execution thereof"—merely mean that, where registration is necessary, then, for the purposes of determining the priorities of effect *inter se*, assurances, if registered, must be taken to be executed at the date of registration; and that the Act does not defeat the operation of executions completed but not registered.

*Orders made in an action for the recovery of land.*—An order of this nature produces its effect as soon as it is pronounced, except, possibly, in a few cases where some further proceeding—such as registration pursuant to an Act of Parliament—is necessary. It is

probable that priority will be obtained by a subsequent purchaser from the defendant if such purchaser registers his assurance in Yorkshire before the order is registered. But the plaintiff would, in most cases, have registered the action as a *lis pendens* in the Central Office; and, if this be done, the purchaser appears to gain no priority by prior registration in Yorkshire.

It should be observed that even if, owing to the action not having been registered as a *lis pendens*, the purchaser obtains priority as against the order by the contract being made before the order is made or by the conveyance to him being registered before the order is registered, yet the person obtaining the order will generally be able to maintain a fresh action against the purchaser.

Probably most of the above remarks as to orders in actions for the recovery of land apply to orders made in all actions directly affecting specific property.

*Judgment.*—A judgment (since 27 & 28 Vict. c. 112, *ante*, p. 37) does not affect land till the land has been actually delivered in execution. As we shall point out, there are certain difficulties in the construction of the Yorkshire Registries Act as applied to writs of execution, and therefore it may still sometimes be desirable, when land has been actually delivered in execution, to register the judgment in Yorkshire. The charge under 1 & 2 Vict. c. 13 (*ante*, p. 21) cannot now arise till the land is delivered in execution; but there appears no reason against registering the judgment in Yorkshire before execution, and it is possible that, on delivery in execution being made, and on the writ being registered under 27 & 28 Vict. c. 112, the charge will have priority over the rights of a purchaser whose conveyance was made after the delivery in execution, but was registered before the registration of the writ in Yorkshire. It must, however, be remembered that, if the contract is made before the delivery in execution, the purchaser is safe, as the contract cannot be registered.

But, it may be asked, what is the effect of the existence of a contract entered into before the registration of a writ or order?

We have seen (*ante*, pp. 9, 11, 23, 24, 33, 39) that the general principle of law is that a judgment creditor can take only that which belongs to his debtor, and that his right is subject to that of purchasers or incumbrancers who become such before the point of time at which, as against them, the judgment creditor's right accrued. The question, therefore, is, whether that principle is to be considered as applicable to cases within the Yorkshire Registries Act, 1884, or whether that Act overrides it and makes the rights as between the contract and the order depend entirely upon the priority of registration, although, as we have remarked, it seems impossible to register a contract. It will surely be repugnant to justice that the Act should expose purchasers, for whose protection it was framed, to a new danger without providing any means whereby they may guard themselves against it. It is very difficult to escape from the words of the Act which make the priorities depend upon registration; but it cannot be said that a purchaser under a contract is left defenceless because he cannot register the contract; for he may avail himself of the provision as to caveats. In practice, therefore, unless and until it is decided that after contract a purchaser of lands in Yorkshire is safe, as he would be in the case of other lands, the vendor should be required to give a caveat in favour of the purchaser, and in a private contract a stipulation binding him to do so should be inserted.

## WANTED, THE LEGAL ESTATE.

"EVERY conveyance of an equitable interest," said Lord Westbury in *Phillips v. Phillips* (8 Jur. N. S. 145), "is an innocent conveyance." The law is not always happy in its choice of words, and it is curious that it should apply a term like this, directly implying moral qualities, to a transaction which is so frequently attended by disaster to those who are really the innocent parties. It is curious, too, how the law strains every nerve to ascribe an equitable interest to one party who requires its protection and then immediately uses this as an engine to defeat another party equally deserving. We have indeed only to get the legal estate safely out of the way and there is left a clear field for equities to play hide and seek in, with results more favourable to litigation perhaps than to any other interest involved. An excellent

example of this was afforded by the recent case of *In re Vernon, Evans, & Co.* (35 W. R. 225), while the opposite effect produced by the timely appearance of the legal estate is illustrated by *Easton v. London Joint Stock Bank* (35 W. R. 220).

The former was a case arising out of the bankruptcy of Messrs. Parker, solicitors. A client had intrusted them with £11,000 to invest. This they did by crediting him with that amount in money already out on mortgage. The mortgage was exchanged for a fresh one, and Messrs. Parker subsequently purchased the equity of redemption in this last. The result of this was that, although the client never had any mortgage directly to himself, yet Messrs. Parker became trustees for him of their first mortgage to the extent of the money advanced, and the equitable interest which he thus acquired was transferred to the new mortgage and survived the purchase of the equity of redemption. As the legal estate was outstanding, the Messrs. Parker thus had an equitable estate subject to the equity of their client. This estate they proceeded to transfer to a company which they themselves were instrumental in forming, and when, upon their bankruptcy, the client's administratrix sought to enforce his equity against the land, the claim was resisted by the company on the plea that they were purchasers for value without notice. Considering the manner in which the Messrs. Parker had been involved in bringing out the company it seems very doubtful whether the absence of notice could have been established; but as the legal estate had not been got in, the question did not really arise. It is curious that the importance attached to the legal estate should appear to be on the increase. In *Penny v. Watts* (2 De G. & Sm. 501) it was considered by Knight-Bruce, V.C., that purchase for valuable consideration without notice would be a good defence even in its absence, and Lord St. Leonards quotes this with approval while making a violent attack on Lord Westbury's judgment in *Phillips v. Phillips* referred to above (V. & P., 14th ed., p. 796). The matter, however, has now passed out of the stage of controversy, and in the case we are considering not a doubt was cast upon it. "The case of the claimant has been put upon another ground, which is a proper ground, that the company not having obtained the legal estate, the claim of 'purchasers for value without notice' cannot alone avail them." Such was the opinion of Lord Justice Lindley.

The only chance, then, for the company was to shew that the prior equity had been in some way forfeited, and at first sight there seemed to be something in favour of such a contention. The client had simply handed over his money to the Messrs. Parker, and had then taken no further trouble, leaving it quite possible for them to deal with the resulting investment to the prejudice of third parties. This is not altogether unlike the cases in which a mortgagee parts with the deeds so as to enable the mortgagor to raise fresh money on them (*Waldron v. Sloper*, 1 Drew. 193), or a vendor with an equitable lien signs a receipt for the unpaid purchase-money and hands it over to someone who is thus enabled to make a good title (*Rice v. Rice*, 2 W. R. 139, 2 Drew. 73). But in such cases the mortgagee himself actually interferes in the business. In the one under consideration, on the other hand, the owner of the equity placed confidence from the beginning in the Messrs. Parker, who were in the position of trustees toward him, and he subsequently in no way took part in what they did. It may be said, of course, that, if he reposes this confidence wrongly, and so puts it in the power of a dishonest man to defraud a third party, he is himself the one who ought to suffer, and on abstract grounds this is probably sound enough. But the system of trusts is fully established in this country and recognized by our law, and to apply such a doctrine would be to level a deadly blow at it. Thus it was said by Turner, L.J., in *Cory v. Eyre* (1 De G. J. & Sm. 169, 12 W. R. Ch. Dig. 61):—"The very first principle of trusts is, that the *cestui que trust* places confidence in his trustee, and, if it is to be held that a *cestui que trust* is to be postponed upon the mere ground that he did not inquire into the acts or conduct of his trustee, that principle would, as it seems to me, be in a great measure, if not wholly, destroyed." Very similar language was used by Lord Cairns in *Shropshire Union Railways and Canal Co. v. The Queen* (23 W. R. 709, L. R. 7 H. L. 496). It had been contended that, when the absolute beneficial interest was in the *cestui que trust*, he could no longer leave the conduct of affairs to his trustee, however this might be where the interests were partial, and that he was under an obligation to watch the trustee.

Lord Cairns said:—"My lords, that is a very serious proposition. It goes not merely to shares, but it goes to land, and to every other species of property; and it goes to say that, whereas there is a large, well-known, recognized, and admitted system of trusts in this country, that system of trusts is to be cut down and moulded and reduced to this, that it is to be a system applicable only to infants, married women, or persons with limited interests. . . . I find no authority for such a proposition, and I feel satisfied that your lordships will not be disposed to introduce, for the first time, that as a rule of law." Upon the above principles it was clear, then, that the client's equity was superior to that of the subsequent purchaser's, and that in placing implicit confidence in the solicitors nothing had been done to forfeit it. This shews the course of matters in the absence of the legal estate.

The other case to which we have referred is equally instructive as to its presence. A wished to borrow money. To enable him to do so B. executed and handed over to him, *inter alia*, transfers in blank of certain shares. These B. delivered to a money-lender, C, in exchange for the loan, and C, in his turn, deposited them with other securities with a bank as security for advances to himself. Clearly A.'s intention was that the shares should only be liable for the sums actually advanced to B., but the bank took them on the understanding that they should cover all sums due to them from C. The bank was wise enough to complete its legal title by obtaining a transfer of the shares into the names of trustees. They were thus at liberty to set up against A. the defence of purchasers for value without notice, and the only question was whether they had notice of the purpose for which A. had delivered the shares. Into this it is not necessary for us to go. It was held ultimately that, in the ordinary course of business, the money-lender C. had power to dispose of securities so as to raise loans to himself, although the whole of the loan on any particular security might not go to its owner, and that the bank had no notice of the special manner in which A. had been brought into the transaction.

But in this case, as in the last, the central fact is one inseparable from the present complexities of business. Property is placed by the owner in the hands of another for special purposes, but in such a manner that that other can dispose of it as his own. The injury which he can thus do to innocent parties is to be regarded as unavoidable, and the only means by which a person who has committed the first error of taking an equitable interest can retrieve his position is the old-fashioned *tabula in naufragio*, the legal estate.

#### INCOME TAX CASES.

(*Blake v. Lord Mayor of London*, 35 W. R. 212; *Partridge v. Mallandaine*, 35 W. R. 276; *Pommery v. Apthorpe*, 35 W. R. 307.)

In *Blake v. Lord Mayor of London* the question for decision was the meaning of the words "public school" in the Income Tax Act, 1845 (5 & 6 Vict. c. 35), and whether the City of London School was a "public school" within the meaning of the Act, so as to be exempt from income tax by virtue of section 61, rule 6. There was little to guide the court. The difficulty of putting a definite meaning upon the phrase "public school" may be seen in the attempt at a definition made by the learned judge—"The words 'public schools' are not to be construed here as words of art, but mean schools which are in their nature public." Yet some negative results were reached, which will narrow the issues in any future case of the kind. The expression "public school" in the Income Tax Acts is not limited to schools which are supported by charity funds or endowments; and a school does not cease to be a "public school" because the scholars pay something or because they have to be "recommended" for admission. And the City of London School itself may henceforth hold up its head amongst the public schools. The fact that the Commissioners of Income Tax had decided that the school was a "public school" seems to have assisted the learned judge in arriving at his decision of a question which he described as "perhaps rather one of law mixed with fact than of pure law."

We believe it has been the habit of the gentlemen who are known in the racing world as "bookmakers" to consider that their gains, though often large, could escape the meshes of that net of the five schedules which Martin, B., once described as large enough to include every description of property. They seem to have been under the impression that the law looked askance at their vocation, and would not permit the Treasury to lay hands upon their profits, lest it should seem to countenance the means by which they were



earned. The case of *Partridge v. Mallandaine* has vindicated the language of Martin, B., has dashed the hopes of the bookmakers, while at the same time it has afforded them the satisfaction of knowing that their calling is not an illegal one, and has put an end to the notion that disapproval of the means by which profits are earned will prevent the enforcement by the law of the Treasury's claim to tax those profits. The case is the stronger because we think we discern a difference in the views taken by the learned judges, who nevertheless concurred in their judgment. Denman, J., thought that bookmaking was a "vocation" within the meaning of the Income Tax Acts, and that, even if the vocation were an illegal one, profits derived from it would be taxable, as if a man "carried on a systematic business of receiving stolen goods and made by it £2,000 a year, the Income Tax Commissioners would be right in assessing him thereon." Hawkins, J., holding that the vocation or calling of a professional bookmaker was an honest calling, could not see why his profits should not be taxed.

In the result of the case of *Pommery v. Apthorpe* we see the failure of another attempt to evade payment of income tax upon profits made in England on the ground that the business was carried on abroad. The points by which it was attempted to distinguish the present case from *Tischler v. Apthorpe* (33 W. R. 548) were, that here the principal did not regularly spend some months of the year in this country and personally take orders, and that payments were made to the firm abroad. In other respects the circumstances were similar to those in *Tischler v. Apthorpe*, and the court held that the cases were practically undistinguishable.

## REVIEWS.

### ALLOTMENTS.

THE LAW OF ALLOTMENTS. By T. HALL HALL, Barrister-at-Law. Longmans, Green, & Co.

This is a very careful work upon a subject which has grown much in importance of late years. The author gives the whole history of legislation and attempted legislation upon his subject from the time of Queen Elizabeth downwards, and points out that a statute of Elizabeth (31 Eliz. c. 7), enacting that no cottage in country districts should be built or maintained "without four acres of ground, at least, assigned to be continually occupied therewith," remained on the Statute Book till 1774, when an Act (15 Geo. 3, c. 32) was passed solely to repeal it. The Act of 1882 is carefully commented on, both in the text and appendix, where it is printed with full intersectional notes, not unsuccessfully attempting to solve its difficulties of construction. Other statutes printed are "Sturges Bourne's Act," 59 Geo. 3, c. 12, "Weyland's Act," 2 Will. 4, c. 32, the Inclosure Act, 1845, and the Commons Act, 1876. There is a copious collection of rules for letting allotments, and other forms. There are frequent observations upon the general practice, not only of allotment trustees, but also of private owners and of the Charity Commissioners, in relation to allotments, and much sensible advice is offered to trustees. We are not surprised to read that "where compulsion has been tried against trustees, the whole machinery of the Act of 1882 has broken down." We can cordially recommend the book to all interested in its subject.

### THE LICENSING LAWS.

A MANUAL OF THE LAW CONCERNING THE RETAILING OF INTOXICATING DRINKS. By CHRISTOPHER PAGE DEANE, Solicitor. William Clowes & Sons (Limited).

Mr. Deane's plan is "first to marshal in sections all the units of legislation and of case law" upon the subject of licensing "which are susceptible of grouping, and to explain their general effect," and, after doing this, to leave "all the forty surviving Acts, or pieces of Acts, to speak for themselves, with the aid of such few footnotes as may be useful." The first part of the book, which constitutes the treatise, is very carefully written, though there is here and there, perhaps, too much popularity of style, as where we read of a "luckless applicant," and the cross references are too scanty. Mr. Deane, however, has frequently given sensible opinions upon points untouched by cases, and such case law as there is has been carefully collected (with references to all the current reports) and accurately stated. The appendix contains a collection of statutes, with footnotes, but the absence of cross references here also renders the book less useful than it would otherwise have been, especially to readers approaching the difficult subject of licensing for the first time. There is a good table of "offences and penalties." The index is too short, but, considering its brevity, very good.

### EMDEN'S ANNUAL DIGEST.

THE COMPLETE ANNUAL DIGEST OF EVERY REPORTED CASE IN ALL

THE COURTS FOR THE YEAR 1886. Edited by ALFRED EMDEN, Esq., Barrister-at-Law. Compiled by HERBERT THOMPSON, Esq., Barrister-at-Law. William Clowes & Sons (Limited).

The fourth annual issue of this digest calls for a few words of recognition of its value to the practitioner. It contains not merely the reported cases in all the English courts, but also the decisions of interest to the English lawyer reported in the Irish and Scotch reports and a reference to cases of general interest in the American reports and Davis's Supreme Court Reports. There is a table of cases followed, overruled, or specially considered; a table of rules of court, with references to the names of cases upon them and the column of the digest where those cases are to be found; and a similar table of statutes. The arrangement of matter under the principal headings is convenient, and the statements of cases we have examined are accurate. We can speak from frequent use of the preceding issues of this digest to its practical value, and we hope that its success will be commensurate to the labour which has evidently been bestowed upon it.

## CORRESPONDENCE.

### PRELIMINARY EXAMINATION—DISPENSING ORDERS.

[To the Editor of the Solicitors' Journal.]

Sir,—May I ask the reason for the existence of this dispensing power? Is it not essential in the interests of the profession and of the public that solicitors should be men of education and gentlemen?

If this is so, everyone seeking to become a solicitor should be obliged, before he enters into articles, to undergo some educational test. Most of us will admit that a man who is unable to pass the Preliminary Examination would be unfit to become a solicitor. Why should men of no social position—men who, not having received a good general education, never could have passed the preliminary or any similar examination—be allowed to avoid this most necessary educational test? Surely these are the cases where it is most obvious that the test should be applied.

H. OUGHTERSON HAYMEN.

## CASES OF THE WEEK.

PICKER v. LONDON AND COUNTY BANKING CO. (LIM.)—C. A. No. 1, 7th March.

### NEGOTIABLE INSTRUMENTS—BONDS OF FOREIGN STATE.

In July, 1883, Zappert opened an account with the defendant company which he subsequently overdraw. As security for the overdraft he deposited with the defendants certain Prussian bonds. In 1884 he became bankrupt and absconded, and on inquiry it was found that the bonds had been stolen from the plaintiff in the summer of 1883. At the time of the theft, however, the coupons answering to the bonds had not been taken, but remained in the plaintiff's possession. In an action by the plaintiff for the recovery of the bonds, it was proved that by Prussian law such bonds, without the coupons, were negotiable in Prussia, but it was also in evidence that they were not negotiable, in fact, on either the Prussian or English Stock Exchange without the coupons. A. L. Smith, J., held that, inasmuch as by the custom of the English Stock Exchange such bonds without the coupons did not pass by delivery, they were not negotiable instruments.

THE COURT OF APPEAL (Lord Esher, M.R., and Bowen, and Fry, L.J.J.) now upheld this decision. They said that, even assuming that these bonds were negotiable in Prussia in the fullest possible sense, that in no way made them negotiable here. In order to make an instrument negotiable in this country it was necessary that it should either be expressly made negotiable by statute, or a custom must be proved by which it was always treated as a negotiable instrument. Neither of these requirements had been fulfilled, and the mere fact that it was a negotiable instrument in a foreign State created no negotiability in the contemplation of the English law.—COUNSEL, Charles, Q.C., and C. K. Francis; Bigham, Q.C., and Herbert Reed. SOLICITORS, Harries, Wilkinson, & Raikes; Goldberg & Langdon.

HULL, BARNSLEY, AND WEST RIDING RAILWAY CO. v. YORKSHIRE AND DERBYSHIRE COAL CO.—C. A. No. 1, 2nd and 4th March.

### CARRIERS—UNDUE PREFERENCE—AGREEMENT FOR THROUGH TRAFFIC.

In this case the plaintiffs sued for unpaid tolls, and the defendants counter-claimed on the ground that the plaintiffs had exercised an undue preference in favour of certain traffic brought by the Midland Railway. There had been competition between the plaintiffs and the Midland Railway for the carriage of coals to Hull, and eventually rates were assimilated for a group of collieries in connection with the two railways at 2s. 10d. a ton, and an agreement was come to, under section 87 of the Rail-

way Clauses Consolidation Act, 1845, for the carriage of through traffic upon that basis. The plaintiffs, under that agreement, received less for the carriage of coals to Hull from a station adjoining the defendants' colliery, and in connection also with the Midland Railway system, than they demanded from the defendants for carriage from their colliery to Hull.

THE COURT (Lord Esher, M.R., Bowen and Fry, L.J.J.) held that, by the words of the statute, agreements for through traffic come to by railway companies under sections 87 and 88 of the Railway Clauses Act of 1845 were excluded from the provisions as to undue preference contained in section 90.—COUNSEL, *Charles, Q.C., Barker, and Gould; Forbes, Q.C., and Sutton.* SOLICITORS, *Geare, Son, & Pease, for Wake & Sons, Sheffield; A. R. Oldman, for Lowe, Moss, & Co., Kingston-upon-Hull.*

#### GORING v. LLOYD—C. A. No. 2, 9th March.

ESTOPPEL—RES JUDICATA—JUDGMENT BY CONSENT IN FORMER ACTION.

The question in this case was whether the appellant was, by reason of a judgment, to which he had consented, dismissing a former action brought by him to set aside a settlement of certain estates executed in February, 1850, estopped from bringing an action of ejectment to recover those estates. The appeal was against the refusal by Kay, J., of a motion by Sir Craven Goring that, notwithstanding an order made in this action appointing a receiver of the rents and profits of the estates comprised in the settlement, he might be at liberty to continue an action of ejectment in the Queen's Bench Division which he had commenced to recover the estates. The estates were in 1828 limited in strict settlement to Sir C. F. Goring for life, with remainder to his son H. D. Goring for life, with remainder to his first and other sons successively in tail male, with remainder to the Rev. Charles Goring (another son of Sir C. F. Goring) for life, with remainder to his first and other sons successively in tail male, with divers remainders over. Sir C. F. Goring died in 1844, and was succeeded in the baronetcy by his son H. D. Goring. Sir H. D. Goring had one son, Charles Goring, and on February 1, 1850, on the occasion of his marriage, they executed a disentailing deed, and on February 9 a resettlement, whereby the estates were limited to Sir H. D. Goring and his son Charles successively for life, with remainder to the first and other sons of Charles successively in tail male, with remainder to the daughters of Sir H. D. Goring and his son Charles equally in tail, with cross remainders between them in tail. Sir H. D. Goring died in 1859, and his son Charles then became Sir Charles Goring. He died on November 3, 1884, without issue, and was succeeded in the title by Sir Craven Goring, the eldest son of the Rev. Charles Goring, who had died in August, 1859. On November 7, 1884, one of the five daughters of Sir H. D. Goring, three of them being by a second wife, brought an action against her four sisters for the execution of the provisions of the settlement of 1850, and on November 10, 1884, an order was made appointing a receiver. In February, 1885, Sir Craven Goring, who, by the resettlement in 1850, had lost the right, given to him by the settlement of 1828, of succession to the estates, brought an action (*Goring v. Goring*) against his cousins, the daughters of Sir H. D. Goring, and their trustees, to set aside the settlement of 1850, on the ground that Sir H. D. Goring was at the time of its execution in a feeble condition of mind, and that he and his son were induced to execute the deed through the undue influence of Sir H. D. Goring's second wife, whom he married in 1842. On January 30, 1886, an order was made in this action by consent, on a motion treated as the trial of the action, dismissing the action without costs. In December, 1886, Sir Craven Goring commenced the action of ejectment against the persons interested in the estates under the resettlement of 1850 and the tenants of the estates. That action was brought in ignorance of the fact that a receiver had been appointed in *Goring v. Lloyd*. Afterwards Sir Craven Charles Goring moved in the latter action for leave to continue the ejectment action. Kay, J., refused the motion, upon the ground that the issues raised by the action of ejectment were identical with those raised by *Goring v. Goring*. After the hearing by Kay, J., Sir Craven Goring filed an affidavit, in which he said that the fraud on which he relied in the ejectment action was that the provisions in the resettlement of 1850, by which the estates were limited to the sisters and half-sisters of Sir Charles Goring were introduced into that deed by a fraud practised on him by the solicitor (since dead) who prepared it, in concert with the second wife (also since dead) of Sir H. D. Goring, Sir Charles having been induced by the solicitor to execute the deed in the belief that he was thereby settling the estates to accompany the baronetcy. In support of the appeal it was urged that *Goring v. Goring* was not founded on fraud, and that, if it was, the fraud alleged in the ejectment was not the same. In *Goring v. Goring* the fraud alleged was one practised on Sir H. D. Goring by his second wife; in the ejectment the fraud alleged was practised by the solicitor upon Sir Charles Goring.

THE COURT OF APPEAL (COTTON, LINDLEY, and LOPES, L.J.J.) affirmed the decision. COTTON, L.J., said that *Goring v. Goring* was brought on the footing that there had been no valid resettlement of the estates by the deed of 1850, and that that deed ought to be set aside wholly or in part. The object of the ejectment action was to set aside the settlement of 1850, or to get rid of some of its limitations. It was said that *Goring v. Goring* was not founded upon fraud. No doubt the word "fraud" was not used in the pleadings, but the case made was essentially one of fraud—that Lady Goring had induced her weak husband to execute the deed without knowing what it contained, and that Sir Charles, the tenant in tail, also executed it without knowing what it contained—i.e., not knowing that in a certain event it would carry the estates in a different way from the title. That action sought to set aside the deed as having been executed in such a way that, though a plea of *non est factum* could not be pleaded as to either the tenant for life or the tenant in tail, there were equitable grounds for setting it aside either wholly or in part. What did the appel-

lant intend to rely on now? He said that the limitations of which he complained were introduced into the deed by a fraud practised on Sir Charles Goring by the solicitor, in concert with Sir H. D. Goring's second wife, Sir Charles having been induced to execute the deed in the belief that he was thereby settling the estates to accompany the baronetcy. But for the omission of any limitations in his favour in the resettlement and the insertion of other limitations, the appellant would have got the estates with the title. In his lordship's opinion, the case made was not against the solicitor as principal, but it was that Lady Goring by his means induced Sir Charles to execute the settlement. The allegations in the statement of claim in *Goring v. Goring* came to this—that Lady Goring, by fraud, and with the assistance of the solicitor, induced Sir Charles to execute the resettlement in ignorance of its effect. That was really the same thing as that which was alleged now. Any evidence in support of the present allegation would have been admissible in support of the claim made in *Goring v. Goring*. There was no allegation against the solicitor as a principal. If the question was one of estoppel or *res judicata* it would be wrong to allow the appellant now to institute any fresh proceeding to set aside the settlement of 1850. The rule stated by Lord Cairns in *The Phosphate Sewage Co. v. Molleson* (4 App. Cas. 801), applied—viz., that an unsuccessful party could not be allowed to reopen the litigation by merely saying that since the former litigation there was another fact going exactly in the same direction with the facts stated before, and leading up to the same relief which he had asked before. The only way in which that could be admitted would be if the litigant could shew that the new fact entirely changed the aspect of the case, and that it had not and could not by reasonable diligence have been ascertained by him before. But the present case did not rest there. The appellant had in the former action every opportunity of investigating the matter, and he then submitted not to prosecute his action, if the defendants would relieve him from the payment of costs, and by consent a judgment was taken as at the trial of the action. In his lordship's opinion a consent order stood on the same footing as a release. If, after executing a release, a person discovered matters which were entirely unknown to him before, he might be able to set up a fresh claim. But the appellant did not say that he had discovered any new fact since he consented to the judgment, and it might well be that all the facts were known to him then. He ought to satisfy the court, not only that he did not know the facts then, but that he could not by the use of reasonable diligence have discovered them. LINDLEY, L.J., said that the effect of the consent judgment was that the appellant consented to treat the deed of 1850 as unimpeachable. His case for upsetting that deed was now precisely the same as it was then, with a slight variation, and there was no ground for allowing him to reopen the matter. To do so would be contrary to all principle and to good faith. LOPES, L.J., said that in both the proceedings it was alleged that a fraud was committed by the same persons, upon the same persons, for the same purpose, and with the same result. The only difference was that the solicitor was now more pointedly indicated than in the former action, but this was only a fresh ingredient tending to prove the same fraud which was alleged in the former action. His lordship was satisfied to rest his judgment on the question of estoppel, without expressing an opinion on any other point.—COUNSEL, *Sir E. Clarke, S.G., Cookson, Q.C., Dr. Tristram, and S. Hall; Sir H. Davey, Q.C., Horton Smith, Q.C., and Ingle Joyce.* SOLICITORS, *Brooks, Jenkins, & Co.; Gregory, Roscliffe, & Co.*

#### Re GREY, ACASON v. GREENWOOD—C. A. No. 2, 8th March.

WILL—CONSTRUCTION—MARRIED WOMAN—RESTRAINT ON ANTICIPATION.

This was an appeal from the decision of North, J. (*ante*, p. 28, 34 Ch. D. 85). The question was as to the construction of an appointment by will to a married woman, which purported to be subject to a restraint on anticipation. The testator had, under a settlement, a power to appoint by will certain funds among his children. He had four children. By his will he, in exercise of the power, directed that £1,500, part of the funds, should be paid to his daughter F. absolutely, for her sole and separate use, and without power of anticipation during any coverture. And he directed that £500, further part of the fund, should be paid to his daughter S., the wife of M., absolutely. And he directed that all and every the residue of the funds should go and be held upon the following trusts—viz., as to one-fourth share thereof upon trust for his daughter F. absolutely, for her sole and separate use, and without power of anticipation during any coverture. The daughter F. afterwards married G. The question was whether she was entitled to have the capital of the one-fourth share of the residue, which was appointed in her favour by the will, paid to her on her separate receipt. It was urged that the words "without power of anticipation" were repugnant to the trust for F. "absolutely." North, J., was of opinion that there was no such repugnancy, the direction being that the one-fourth share was to be held on trust for the daughter, which, he said, meant that the trustees were to retain the share during the time she was under coverture, and only pay the income to her as it accrued due for her separate use.

THE COURT OF APPEAL (COTTON, LINDLEY, and LOPES, L.J.J.) affirmed the decision. They said that the question was one of intention, and that the testator had indicated an intention that only the income was to be paid to F. during coverture. She would be able to dispose of the capital by will.—COUNSEL, *Sladen; Vaughan Hawkins; Bramley.* SOLICITORS, *S. F. Langham; Wright & Piley.*

#### FENNESSY v. RABBITS & SONS—Kay, J., 4th March.

PRACTICE—RIGHT TO TRIAL BY JURY—DISCRETION OF COURT—R. S. C., 1883, XXXVI., 4. 6.

This case raised a question as to the right of a plaintiff, who has



brought the action in the Chancery Division, to have it transferred to the Queen's Bench Division and tried with a jury. The action was brought to restrain the defendants, their servants and agents, from selling any articles, not made by the plaintiff, as if they were of the plaintiff's make, or holding out to the public that articles sold by them were the same article as "Brown's Satin Polish," of which the plaintiff was manufacturer, and claimed an account of profits or damages at the option of the plaintiff. The defendants submitted to a perpetual injunction as claimed, and paid into court £100 by way of satisfaction of the claim for an account or damages. The plaintiff did not consider this sum sufficient, and he now moved for an order that the action should be tried by a jury, and that it might, for that purpose, be transferred to the Queen's Bench Division. His counsel waived at the bar the claim for an account. In opposition to the motion it was contended that the case did not come under ord. 36, r. 6, so as to give the plaintiff an absolute right to a trial by a jury, but that the court had a discretion, and that, under the circumstances of the case, the motion ought to be refused. Rule 6 began with the words, "In any other cause or matter," and in the case of *The Temple Bar* (34 W. R. 68, 11 P. D. 6) those words had been held to exclude from the operation of rule 6 the causes or matters referred to in rules 4 and 5. And the question of damages, which was all that remained to be tried in the present action, came within rule 4, for it was a question or issue of fact arising in a cause or matter which, previously to the passing of the Judicature Act could, without any consent of the parties, have been tried without a jury. That the present action could, previously to the Judicature Act, have been so tried, was shown by the cases of *West v. White* (25 W. R. 342, 4 Ch. D. 631) and *Bordier v. Burrell* (25 W. R. 801, 5 Ch. D. 512). The damages could be easily assessed in the chambers of the Chancery Division.

KAY, J., said he had no doubt in the matter. It was argued that the court had a discretion, the case being within rule 4, but he could not assent to that. The rule was merely a repetition of ord. 36, r. 26, of the Rules of 1875, under which it was decided, in the case of *Re Martin, Hunt v. Chambers* (30 W. R. 527, 20 Ch. D. 365), that, in a cause not specially assigned to the Chancery Division, a party has the right, without giving any reason, to have his case tried before a jury. It was said that the case of *The Temple Bar* decided otherwise. But that was an action *in rem*, and no doubt was within rule 4, as a case which it had been the practice of the Admiralty Court, without the consent of the parties, to try without a jury. It was now sought, by means of that decision, to bring within rule 4 any case in which there was an issue of fact or law which could, without the consent of the parties, have been tried before the Judicature Act without a jury. That would give the court a discretion in every imaginable case. His lordship did not so read rule 4. He read it, as he believed it had always been read, as applying to a case where there was an issue separately ordered to be tried in the action, in which case the court had power to direct how that issue should be tried. Therefore, as at present advised, he did not think that this was a case in which the court had a discretion. But if it had, he was equally of opinion, on the facts, that as it was a question of damages only, a jury was the better tribunal for deciding it, and he accordingly ordered the action to be transferred to the Queen's Bench Division.—COUNSELL, *Moulton, Q.C.*, and *Roger Wallace*; *Solomon (Murphy, Q.C., with him)*. SOLICITORS, *Burn & Berridge*; *Turner & Low*.

#### HAYWARD v. LELY—Kay, J., 8th March.

COPYRIGHT—PRACTICE—INFRINGEMENT—NOTICE BY DEFENDANT OF OBJECTION TO REGISTRATION—5 & 6 VICT. c. 45, s. 16.

In this case, which was an action to restrain the infringement of copyright in an illustrated catalogue registered at Stationers' Hall on the 13th of October, 1885, the question was raised as to what notice by the defendant of objections to the registration is sufficient, under section 16 of 5 & 6 Vict. c. 45, to enable him to rely thereon at the trial. The writ was issued on the 28th of April, 1886, and on the 14th of May the plaintiff moved for and obtained an interlocutory injunction. On this motion the defendant filed an affidavit in which he stated that, when preparing the manuscript copies of the catalogue complained of for the printers, he had before him an illustrated catalogue of the plaintiff's published in 1880, and another published in 1882, and he denied that his catalogue was an imitation of that of the plaintiff registered in 1885, but admitted that some of his illustrations and letterpress were similar to those contained in the catalogues of 1880 and 1882. The statement of claim, delivered on the 20th of May, alleged that the defendant had infringed the plaintiff's copyright in the plaintiff's illustrated catalogue, an entry of which was made in the book of registry of the Stationers' Co. on the 13th of October, 1885. The defence, delivered on the 29th of May, alleged (1) that the plaintiff was not the author of the illustrated catalogue referred to in the claim; and (2) that the defendant had not infringed the copyright therein. At the hearing of the action, after the plaintiff had proved the registration of his catalogue, the defendant proposed to shew, by cross-examination that the plaintiff had published a catalogue earlier in date to that registered in 1885, and similar to it, so as to make the registration bad (*Thomas v. Turner*, 35 W. R. 177, 33 Ch. D. 292). This was objected to by the plaintiff on the ground that the defendant had given no notice of this objection under 5 & 6 Vict. c. 45, s. 16, which requires that, in any action against any person for infringement of copyright, the defendant, in pleading thereto, shall give the plaintiff notice in writing of any objection on which he intends to rely, and provides that otherwise the defendant shall not be allowed at the trial to give evidence to support his objection. The plaintiff had, since the commencement of the action, duly registered the earlier edition of his catalogue.

KAY, J., held that the defence, though commendably brief, did not in any way object to, or put in issue, the allegation in the statement of claim as to the registration. The meaning of section 16 was clear, and if he were to allow the defendant to rely on his objection the plaintiff might complain of having been surprised—but for this, that in the affidavit of the defendant, filed before the date of the statement of claim, the objection was suggested. Now the case of *Finnegan v. James* (23 W. R. 373, 19 Eq. 72) decided that, if the objection were stated in the defence, the notice in writing was unnecessary. So that, if it were not so stated, a notice given at about the same time would suffice. But he did not consider the affidavit as a sufficient notice under section 16. Still the case was one where the court ought to enable the defendant, by amending his defence, to raise the objection; but, as the effect of the amendment might be to make the plaintiff's case fall on technical grounds, the indulgence ought to be granted on the terms that the defendant was not to raise any objection to the plaintiff proving the registration of his copyright made since action brought, nor raise any objection on the ground that such registration was not made before action.—COUNSELL, *Aston, Q.C.*, and *Carp-mal*; *Martin, Q.C.*, and *Statham*. SOLICITORS, *Wilson, Bristowes, & Carp-mal*; *J. C. F. Barfield*.

#### Re COUNTESS OF DUDLEY'S AND LONDON AND NORTH-WESTERN RAILWAY CO.'S CONTRACT—Chitty, J., 9th March.

SETTLED LAND ACT, 1882, s. 2, SUB-SECTION 8; s. 38; s. 45; s. 60—INFANT TENANT FOR LIFE—"TRUSTEES OF THE SETTLEMENT."

In this case, being a summons under the Vendor and Purchaser Act, 1874, the question arose as to whether, in the case of an order by the court under the Settled Land Act, 1882, s. 60, appointing persons on behalf of an infant tenant for life to exercise the powers of a tenant for life under the Act, it is necessary that trustees for the purposes of the Act, under section 38, should also be appointed to receive notices, &c., under section 45, and the Amendment Act, 1884, s. 5. It appeared that the present Earl of Dudley, who was an infant, was tenant in tail in possession of certain settled estates, and that, under the settlement, in the events which had occurred, there were no trustees with power of sale. An order had been obtained, under section 60, appointing the guardians of the infant to exercise, on his behalf, the powers of a tenant for life under the Settled Land Act, 1882-84, in relation to a sale of part of the settled land to the London and North-Western Railway Co. at a price specified in the order, and giving the guardians liberty to receive, in the first instance, the purchase-money; and the order proceeded to give the guardians generally powers of acting for the infant under the Act, subject to the sanction of the judge. It was admitted by the parties that the order was wrong in not directing the purchase-money to be paid into court; and it was also submitted that a sale could not be validly made under the order unless trustees under section 38 were also appointed.

CHITTY, J., said that, in ordinary cases under the Act, the giving of notice to the trustees of the settlement was a condition precedent to the exercise of powers under the Act. That was so in the cases of the exercise of powers by a married woman tenant for life (section 61) or committee of a lunatic tenant for life (section 62). It was to be observed that section 60, which dealt with the case of an infant tenant for life, was incorporated in the same division of the Act (xiv.) as sections 61 and 62, dealing respectively with married women and lunatic tenants for life. Section 60 provided that in the case of a tenant for life an infant, the powers might be exercised on his behalf by the trustees of the settlement, and, if there were none, then by such person and in such manner as the court, on the application of the infant's guardian or next friend, either generally or in a particular instance, ordered. In his opinion the words in section 60, "trustees of the settlement," must be held to be larger than those contained in the definition clause, section 2, sub-section 3, or, in other words, that they included "trustees for the purposes of the Act" mentioned in section 38. The result was that it was not necessary in the present case that any trustees should be appointed under section 38, and, having regard to the terms of the order conferring a power of sale as to the particular part of the settled estate, it was not necessary that any notice should be given. Indeed, he thought that there was good ground for saying that, if trustees were appointed under section 38, the powers of such trustees would, under the first part of section 60, override or supersede the powers conferred on the guardians by the order. That particular difficulty might be got over by appointing (as would probably be done in a case like the present) the same persons to be trustees, and to exercise the powers of sale in regard to the particular lands. He, however, held that no appointment of trustees was required.—COUNSELL, *A. Underhill*; *Romer, Q.C.*; *Willis Bund*. SOLICITORS, *C. H. Mason*; *Bendow, Saltwell, & Tryon*.

#### Re PAYNE, REA v. ASHMEAD—North, J., 24th February.

WILL—CONSTRUCTION—EFFECT OF REMIQUARY GIFT—CODICIL—REVOCATION—GIFT VOID FOR UNCERTAINTY.

A testatrix, by her will, after making some specific bequests and directing the sale of some leasehold houses, proceeded:—"At my death my executors will receive £900 from N., and then my executors shall pay the following legacies." She then bequeathed legacies amounting to £1,375, and added, "All legacies free of duty, and the residue divided between the grandchildren of M." At the date of the will the testatrix was the owner in fee simple of a freehold house called L., and she had entered into an agreement with N. to let the house to him for a term of fourteen years. The agreement provided that he should purchase the fee simple of the house for £900 at the end of the term, or at her death, whichever should first happen. This agreement was not carried out, and after it had fallen through the testatrix made a codicil, in which she stated that, not

having sold L. House, she wished to make the following alterations in her legacies. She then made a fresh list of legacies, the total of which amounted to £1,969, and she added, "Should there be any residue it is to be divided as my executors think best." The testatrix had no real estate besides L. It was admitted that the gift of residue in the codicil was void for uncertainty; but the question was whether it had the effect of revoking the gift of residue in the will. And there was the further question whether the gift of residue contained in the will operated to pass the real estate. N. appeared and disclaimed any interest under the agreement.

NORTH, J., held that the residuary gift in the will was not revoked by the codicil, and that it did not include the real estate.—COUNSEL, *Willis, Bund; B. B. Rogers; Inglis Joyce; W. G. Fellows.* SOLICITORS, *Eys, Eys, & Willoughby; Hare & Co.*

*R. GARDINER, JONES v. GARDINER*—North, J., 3rd March.

R. S. O., 1883, XVI., 32; LV., 5, B.—CLASSIFICATION ORDER—ASCERTAINED MEMBERS OF CLASS—ORIGINATING SUMMONS—DIRECTIONS FOR SERVICE.

This was an originating summons raising the question whether, on the true construction of a will, a class of persons beneficially interested took *per stirpes* or *per capita*. The members of the class were ascertained. The plaintiff was one of the class whose interest it was to support the stirpital construction. The defendants were the executors of the will, one of them being also a member of the class interested in supporting the other construction. The summons had not been served on anyone else, and the question arose whether all the parties interested were sufficiently represented.

NORTH, J., said that, all the persons interested being ascertained, he could not, under rule 32 of order 16, appoint the persons who were before the court to represent the two divisions of the class. In such a case the proper course was to serve the summons on the executors only in the first instance, and then to apply in chambers to ascertain who the persons interested were, and for directions who should be served.

In the present case the difficulty was removed by the counsel who appeared for the plaintiff, and the defendants being instructed on behalf of the other persons interested.—COUNSEL, *Everitt, Q.C., and Archoll; Cookson, Q.C., and H. B. Howard.* SOLICITORS, *Archoll & Cockell; Rivington & Sons.*

*MALLET v. HANLY*—Q. B. Div., 4th March.

PARLIAMENT—VEXATIOUS OPPOSITION TO BILL—SUMMARY PROCEDURE TO ENFORCE PAYMENT OF COSTS—LEAVE TO PUT IN DEFENCE.

The plaintiff was the promoter of a Bill in Parliament to authorize the abandonment of certain tramways. A petition against the Bill was presented by the Skegness and St. Leonards' Tramway Co. The defendants were two directors of that company. The Committee of the House of Commons, before whom the Bill came, reported, under section 2 of the Private Bill Costs Act (28 Vict. c. 27), that the promoter had been vexatiously subjected to expense in the promotion of the Bill by the opposition of the defendants, petitioners against the Bill, and that he was entitled to recover costs from them. The taxing officer of the House having taxed the costs and given his certificate under section 3, the plaintiff issued the writ in this action under section 5, which allows such a plaintiff to sign judgment summarily. The defendants appeared to the writ and delivered a defence, in which they denied that the Committee had jurisdiction to order them to pay the costs. Application was made on behalf of the plaintiff to the proper officer of the court to sign judgment for the amount claimed. He refused, but ultimately the Court of Appeal allowed the plaintiff to sign judgment, stating, however, that it would still be open to the defendants to move to set aside the judgment (*ante*, p. 141, 35 W. R. 201, 18 Q. B. D. 303). The defendants accordingly applied at chambers to set aside the judgment and for leave to put in a defence. Huddleston, B., referred the matter to the court.

THE COURT refused the application. Lord COLERIDGE, C.J., said it was admitted and it had been found by the Court of Appeal that up to the original application to sign judgment everything had been done by the plaintiff with regularity. The defendants, on the other hand, had not acted in the way in which it had been suggested by the Court of Appeal that they might have acted in opposition to the action. The Court of Appeal, while allowing the plaintiff to sign judgment, further said that "if the defendants adopted the course of making an application to the High Court and succeeded in disclosing some case which showed that there had been an excess of jurisdiction on the part of the Committee, then they might be allowed to set aside the judgment and raise that defence by plea. If the Court of Appeal had meant that the defendants had shewn such a case here, then, whatever his lordship's own opinion might be, he should have deferred to their judgment and allowed the defendants to raise this plea. But he did not so understand their judgment. They meant that leave must be obtained of this court to enable the defendant to take that course, and that, before this court gave such leave, it must be satisfied that there were grounds for coming to the conclusion that the Committee had acted without jurisdiction. Now the Committee had found that the persons who really opposed the promoters of this Bill were these two gentlemen. That matter was fully within the jurisdiction of the Committee to determine. Counsel who appeared to oppose the Bill said he appeared for these two gentlemen. And no doubt the substantial petitioners were the persons against whom the Committee made this order. The judgment sought to be set aside was a judgment regularly signed under the provisions of a stringent Act of Parliament, which empowered Parliamentary Committees to fix such persons as they found to be petitioners vexatiously opposing any private Bill with the

payment of costs. It was enough to say that the Committee seemed to have proceeded in accordance with good sense to fix persons who were substantial petitioners with these costs. At any rate, the order had been made within their jurisdiction, and this application must be refused. MATHEW, J., concurred.—COUNSEL, *Bigham, Q.C., and T. W. Chitty; H. D. Greene, Q.C., and H. Kisch.* SOLICITORS, *Torr & Co.; W. Whitfield.*

*SHAW v. GERMAN*—Q. B. Div., 1st and 3rd March.

CONTRACT—NOT PERFORMABLE WITHIN A YEAR—STATUTE OF FRAUDS—QUANTUM MERUIT.

The question in this case was whether the plaintiff was entitled to recover for services rendered by him to the defendant upon the terms of an alleged contract, which had not been reduced to writing, and by which the plaintiff had agreed to act as the defendant's traveller for a term of three years, in return for certain remuneration to be paid at the end of the term. The plaintiff, in fact, did serve the defendant as his traveller for the three years. The judgment of the Court (DAY and WILLS, JJ.) was delivered by

WILLS, J., who said that, although the contract was not in writing, and, therefore, could not be sued upon by reason of the 4th section of the Statute of Frauds, it had been held in *Britain v. Rossiter* (27 W. R. 482) that a contract within that section was not rendered absolutely void, but still existed so as, in certain cases, to prevent any implication of another contract. But there had always existed a distinction between cases in which the action was for damages and those in which the action was for work done, money expended, or services rendered. In the latter class of cases, though the work had been done or the money expended under circumstances which shewed that the parties had acted with reference to a definite agreement, the fact that such an agreement existed which could not be sued upon had not been allowed to prevent the ordinary implication that the work had been done or the services rendered by the plaintiff on the terms of receiving reasonable remuneration. The present was a case of this latter class, and the plaintiff was here entitled to succeed.—COUNSEL, *Willis, Q.C., and Tindal Atkinson; Bigham, Q.C., and O. E. Jones.* SOLICITORS, *Maccolla; Brandon & Bucknell, for Jones & Son, Colchester.*

*PENNY v. HANSON*—Q. B. Div., 25th February.

VAGRANCY ACT—PROFESSING TO TELL FORTUNES.

In this case the appellant had been convicted before one of the Metropolitan police magistrates for unlawfully "professing and pretending to tell fortunes to deceive and impose on one T. K. and others of her Majesty's subjects," under the provisions of section 4 of 5 Geo. 4, c. 83. The evidence before the magistrate was that the appellant had inserted advertisements in various newspapers to the following effect:—"Wanted, everyone to have their nativities cast. Yearly advice given and astrological questions answered. For terms send stamps, &c." A detective applied for terms and received a circular from the appellant, which stated his views on astrology as a science and continued:—"By the position of the planets in the nativity and their aspects to each other we are able to give the general description of the person, the diseases liable to, health, mental abilities and disposition, the occupation most suitable, marriage, &c. Interviews are unnecessary. All that is required is the time of birth as near as possible." Then followed a scale of charges. It was contended on the part of the appellant that there was no evidence of a profession or pretence to tell the fortunes of T. K., as nothing was told to him as being his fortune; that there was no evidence that the appellant did not believe the science he professed to apply and therefore no intention to deceive; that he did not pretend to any mysterious power, but only to apply certain rules known to persons who had studied astrology.

THE COURT (consisting of DENMAN and MATHEW, JJ.), without deciding whether the mere telling of fortunes is an offence, held that the conviction was right, and that there was ample evidence that the appellant had professed to tell fortunes within the meaning of the Act.—COUNSEL, *Murphy, Q.C., and Wormald; Poland.* SOLICITORS, *W. Webb & Templeton; Solicitor to the Treasury.*

*REG. v. MAYOR OF LIVERPOOL*—Q. B. Div., 2nd and 3rd March.

PASSAGE COURT—RULES—FRIVOLOUS AND VEXATIOUS ACTION—POWER TO STAY PROCEEDINGS ON TERMS.

In this case a question arose as to the power of the assessor of the Passage Court of Liverpool to make the following rule:—"Whereas it is desirable that in the following cases security for costs should be required to be given—namely, (1) In the case of frivolous and vexatious actions, . . . I do order that the registrar shall be at liberty in every such case, upon the application of the defendant upon cause duly sworn to his satisfaction, to make an order that security for the costs of the defendant . . . to the satisfaction of, and to an amount to be fixed by, the registrar, shall be given by the persons bringing or prosecuting such action, and any such order . . . shall be subject to such terms as to stay of proceedings or otherwise as by the said registrar shall be deemed fit."

THE COURT (DAY and WILLS, JJ.) held that the rule was bad; that the term "frivolous and vexatious actions" being an expression well known to mean actions which ought never to have been brought at all, it was an abuse of language to say that a rule permitting such actions to be brought by people rich enough to find security for costs was a rule of practice which the assessor had power to make.—COUNSEL, *Manfield; Chitty; Symott.* SOLICITORS, *Nicholson & Graham, for Downison, Liverpool; J. J. & C. J. Allen, for Latour & Johnson, Liverpool; Fenn & Co., for Atkinson, Liverpool.*



## CASES AFFECTING SOLICITORS.

OSBORNE v. MILMAN—C. A. No. 1, 5th March.

PRISON—"CRIMINAL PRISONER"—UNQUALIFIED PERSON PRACTISING AS A SOLICITOR—COMMITTAL TO PRISON—SOLICITORS ACT, 1843 (6 & 7 VICT. c. 73), ss. 2, 32—PRISONS ACT, 1865 (28 & 29 VICT. c. 126), s. 4.

This was an action against the Governor of Holloway Gaol for trespass and false imprisonment. The plaintiff had been committed to Holloway Gaol for six months under a warrant issued in pursuance of an order of the Queen's Bench Division, made under section 32 of 6 & 7 Vict. c. 73, for having acted or practised as a solicitor without being duly qualified. The plaintiff was placed on the criminal side of the prison and treated as a criminal prisoner not sentenced to hard labour. He contended that he ought to have been treated as a first-class misdemeanant. The sum of £50 was agreed upon as the amount of damages in case the defendant was liable. Section 2 of 6 & 7 Vict. c. 73 enacts that no person shall act as a solicitor without being duly qualified; and section 32 provides that, if any solicitor shall knowingly act as agent for any person not duly qualified, or permit his name to be used by such person, any of the superior courts may, upon complaint made in a summary way, strike the solicitor off the roll, and may commit such unqualified person to prison for any term not exceeding one year. By section 4 of the Prisons Act, 1865, "criminal prisoner" means any prisoner charged with, or convicted of, a crime, and section 67 enacts that a first-class misdemeanant shall not be deemed to be a criminal prisoner. Denman, J., held that the plaintiff was not "a person convicted of a crime" within section 4 of the Prisons Act, 1865, and gave judgment for him.

THE COURT OF APPEAL reversed this judgment. Lord Esher, M.R., said that the defendant had only to obey the warrant of commitment, and that was a sufficient authority to him. The warrant recited an order of committal under section 32 of 6 & 7 Vict. c. 73, for having acted or practised as a solicitor without being duly qualified. Was that offence a crime? Section 2 expressly prohibited it, and therefore made it a misdemeanour: *Reg. v. Buchanan* (8 Q. B. 883). The offence therefore was a crime. His lordship also thought that section 32 of itself made it a crime. That being so, the person dealt with under the last part of section 32 was "convicted of a crime." The plaintiff was not committed simply for a contempt of court within section 26 of the Solicitors Act, 1860, when, by section 41 of the Prisons Act, 1877, he would be treated as a first-class misdemeanant. Further, the plaintiff did not come within the words in section 41, "imprisoned under any rule, order, or attachment for contempt of court," as those words were all qualified by and referred to the words "contempt of any court." The defendant was accordingly entitled to judgment.—COUNSELL, Crump, Q.C., Wilby Wright, and H. C. Richards; Sir R. E. Webster, A.G., R. S. Wright, and Danckwerts. SOLICITORS, J. Perry Godfrey; Hare & Co., for Solicitor to the Treasury.

## SOLICITORS STRUCK OFF THE ROLLS.

1st March—THOMAS REDFERN.

8th March—HENRY RICHARD CORDEN DANSON (Liverpool).

9th March—GEORGE C. WADE (Burnham, Somersetshire).

## ELECTION LAW.

ARCH v. BENTINCK—Q. B. Div., 8th March.

ELECTION LAW—CORRUPT PRACTICES—CHANGE OF VENUE.

In this case the question arose as to what are "special circumstances" which will induce the court to order the trial of an election petition to take place elsewhere than in the borough or county in which the election has been held. Both parties agreed in desiring that the trial of a petition in respect to an illegal practice alleged to have been committed by the sitting member for the North-Western Division of Norfolk should take place in London. The only charge was that Lord H. Bentinck, the sitting member, had sent a sum of £3 to an elector in a letter after the election for services rendered during the election. It was stated that there would be no witnesses on the part of the petitioner, for Lord H. Bentinck did not dispute the letter, and probably Lord H. Bentinck would be the only witness on the other side, and he was in London. It would therefore be much more convenient and economical that the case should be heard in London.

THE COURT (DAY AND WILLS, JJ.) held that there were special circumstances which rendered it desirable, under section 11, sub-section 11, of the Election Petitions Act, 1868, that the petition should be heard in London.—COUNSELL, Jones; R. S. Wright. SOLICITORS, Baileys, Shaw, & Gilbert; Wilkins, Blythe, & Co., for Emery, Fakenham.

The Law of Evidence Amendment Bill and the Solicitors (Ireland) Bill were read a third time in the House of Lords on the 4th inst.

The *Full Mail Gazette* says that some amusement was recently caused by a retort made by Mr. Justice Chitty to a learned counsel. The barrister in question was arguing a case about the possession of agricultural implements and furniture, and when he had finished the first part of his argument, during which the judge frequently rebuked him for irrelevancy, he remarked, "And now, my lord, I will address myself to the furniture." Mr. Justice Chitty: "You have been doing that for a long time, sir!"

## LAW SOCIETIES.

## LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 3rd inst.—the following being present:—Mr. Boodle, chairman, and Messrs. Doyle, Hine-Haycock, Dearborough, jun., Hedger, Sidney Smith, Spencer Whitehead, and A. B. Carpenter, secretary—a grant of £50 was made to a member, one new member was elected, and the ordinary general business was transacted.

## SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this Association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 9th inst., Mr. W. Edwood Shirley (Doncaster) in the chair. The other directors present were Messrs. W. Beriah Brook, H. Holland Burns (Bath), G. B. Gregory, Edwin Hedger, R. Pennington, J. Anderson Rose, Sidney Smith, W. Melmoth Walters, F. T. Woolbert, and J. T. Scott (secretary). A sum of £290 was distributed in grants of relief, four new members were admitted to the Association, and other general business was transacted.

## THE SHEFFIELD DISTRICT INCORPORATED LAW SOCIETY.

The twelfth annual general meeting of the society was held on the 24th ult., Mr. Wm. Smith in the chair.

The notice convening the meeting, and the report, as printed, having been taken as read, it was resolved:—

1. That the report presented by the committee be received, confirmed, and adopted.
2. That the accounts of Mr. Broomhead (the treasurer) for the past year be approved and passed, and that the thanks of the society be given to him for his services.
3. That the cordial thanks of the society be given to Mr. John William Pye-Smith (the President) for the ability with which he has filled the office, and the consideration he has given to his duties during the past year.
4. That the cordial thanks of the society be given to Mr. Herbert Bramley for the able manner in which he has discharged the office of honorary secretary from the commencement of the society.
5. That Mr. Charles Macro Wilson be elected the President; Mr. Barnard Platts Broomhead be elected the vice-president; Mr. Broomhead be re-elected the treasurer; and Mr. Bramley be re-elected the secretary of the society.
6. That the following gentlemen be hereby appointed to act with the officers mentioned in the last resolution as the committee for the ensuing year, viz:—Messrs. A. J. Binney, R. M. Brown, G. Denton, H. Horsfield (Barnesley), H. O. Maxfield, J. W. Pye-Smith, W. E. Shirley (Doncaster), G. J. Simpson, F. P. Smith, Wm. Smith, E. Swift, Wm. Wake, A. Wightman, D. Wightman, and G. B. Willis (Rotherham).
7. That Messrs. T. W. Hall and J. B. Wheat, M.A., be appointed the auditors of the society for the ensuing year, and that the best thanks of the society be given to them for their kindness in auditing the accounts for the last year.
8. That the thanks of the society be given to C. B. S. Wortley, Esq., M.P., for his attention to the matters laid before him by the committee, and for prints of the public Bills brought into the House of Commons during the last two sessions, which he has forwarded to the committee.
9. That the attention of the Council of the Incorporated Law Society of the United Kingdom be called to the recent decisions of the courts, making trustees liable for deficiency of invested trust moneys caused by depreciation in mortgaged property where the original loan exceeded one-half of the value of the property, and asking the council to promote a Bill to remedy this, such Bill to be framed on similar lines to that brought in by Mr. Ince, M.P., in the session of 1885.

That the thanks of the meeting be given to the chairman for presiding.

## LAW STUDENTS' JOURNAL.

## INCORPORATED LAW SOCIETY.

THE FINAL, INTERMEDIATE, AND HONOURS EXAMINATIONS IN JUNE, 1887.

In consequence of the week commencing the 30th of June next having been fixed for the celebration of the fiftieth year of her Majesty's reign, and Tuesday, the 21st of June, having been appointed to be observed as a public holiday, the above examinations will be held on the following days, instead of those already announced—viz:—

Final Examination, Tuesday, June 14, and Wednesday, June 15.

Intermediate Examination, Thursday, June 16.

Honours Examination, Friday, June 17.

The days already fixed for giving notice for the examinations will not be affected by this change of date.

## LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—March 1.—Chairman, Mr. E. P. Bilbrough.—The subject for debate was "That the present law prohibiting a trustee from deriving any pecuniary benefit from his trust is contrary

to public policy, and should be altered by statute." Mr. T. Bateman Napier opened the debate in the affirmative, being supported by Messrs. Ernest Todd and John D. Crawford, and opposed by Messrs. W. Y. Woolcombe and G. A. Riddell. After the reply the chairman put the motion to the society, when it was carried by a majority of 2 votes. There were 38 members present, and the debate terminated at 9.16.

A very successful smoking concert in connection with the society was held at the Holborn Restaurant on the 23rd ult., under the presidency of Mr. Frank Lockwood, Q.C., M.P., at which nearly 300 members and their friends attended.

**UNITED LAW STUDENTS' SOCIETY.**—A very successful dinner and smoking concert was given on February 23rd. The concert was attended by over 200 gentlemen. In the absence of Mr. Wynne E. Baxter, Mr. E. Cutler, Q.C., presided.

Feb. 28—Chairman, Mr. W. J. Bull.—Mr. Walter Dawson opened the debate by moving "That, in the interests of law and order, it is the duty of all Conservatives and Moderate Liberals at the present time to unite and work together." Mr. Richardson opposed. The opener was supported by Messrs. Moyle, Strickland, and Common, while Messrs. Marcus and White followed Mr. Richardson. After Mr. Dawson had replied, the motion was put, when the numbers were, in favour 8 and against 6.

March 7—Chairman, Mr. Yates.—The business on the paper occupied the whole of the evening.

The annual dinner of the society will take place at the Holborn Restaurant on Wednesday, the 25th of May next, when the Right Hon. Sir Henry James, Q.C., M.P., will preside. Accommodation will be provided for 150, and it is hoped that all present and past members of the society will attend the dinner if they possibly can. Tickets may be obtained upon application to the secretary, Mr. Frank B. Moyle, 29, Bedford-row, W.C.

**PRESTON LAW DEBATING SOCIETY.**—Feb. 25—Chairman, Mr. Michael Willan, solicitor. After a few preliminaries had been dealt with a discussion took place on the following motion:—"That the opening of museums and picture galleries on Sunday is desirable." Messrs. W. Breakell, J. J. Rawsthorn, A. W. Ladyman, and T. B. Ladyman supported the motion, and Messrs. J. Barrowclough and G. Cartwright opposed. The chairman then exhaustively summed up the arguments adduced *pro* and *con*, and put the question to the meeting, who decided in favour of the affirmative by a majority of four.

**LIVERPOOL LAW STUDENTS' ASSOCIATION.**—Feb. 21—Chairman, Mr. A. Aspinall Tobin. The following was the subject for discussion:—"Is a person who, with intent to mislead the court, wilfully swears falsely on a matter which is not material to the question in issue, guilty of perjury?" Mr. Rigby opened in the affirmative, and Mr. McCrossan in the negative. Messrs. Watts, Davies, Bradley, Brotherton, Todd, Bagshaw, and Priest supported the affirmative, and Messrs. Chevalier, Bromfield, Lewis, Ashworth, Crooks, and Sedgwick the negative. The opener having replied, the chairman summed up, and on the question being put to the meeting, it was carried in the negative by a majority of three.

## PENDING LEGISLATION.

### LAW OF EVIDENCE AMENDMENT.

The following is Lord Bramwell's Bill:—

Whereas it is expedient further to amend the Law of Evidence:

Be it therefore enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

1. Every person charged with an offence, and the wife and husband, as the case may be, of the person so charged, shall be a competent witness on every hearing at every stage of such charge, and whether the person so charged is charged or arraigned solely or jointly with another or others.

2. Provided that no person so charged shall be compellable to be a witness on any such hearing, nor shall such wife or husband be an admissible witness on any such hearing, without the consent of the person so charged, unless so compellable heretofore.

3. Provided also, that nothing in this Act shall qualify or affect the law as to the competency of witnesses, nor the rules of evidence, except as herein expressly enacted.

4. Provided also, that no person so charged, being a witness on any hearing of such charge, shall have the right to refuse to answer any question on the ground that it would tend to criminate him or her as to the offence charged.

5. A person called as a witness in pursuance of this Act shall not be asked, and if asked shall not be required to answer, any questions tending to show that any defendant has committed or been convicted of any offence other than that wherewith he is then charged, unless the proof that the defendant has committed such other offence is admissible evidence to show that such defendant is guilty of the offence wherewith he is then charged, or unless such defendant has given evidence of good character.

6. This Act may be cited as the Law of Evidence Amendment Act, 1887.

## LEGAL NEWS.

### OBITUARY.

Mr. WILLIAM SHAEN, solicitor (the head of the firm of Shaen, Roscoe, Massey, & Henderson), of 8, Bedford-row, died suddenly at his residence, 15, Upper Phillimore-gardens, Kensington, on the 2nd inst., immediately after returning home from his office. Mr. Shaen was the youngest son of Mr. Samuel Shaen, of Hatfield Peveril, Essex, and was born in 1821. He was educated at University College, London, and he graduated at the University of London, B.A. in 1840 and M.A. in 1842, and he was admitted a solicitor in 1848. He had been for many years associated in partnership with Mr. Richard Roscoe, Mr. William Thomas Massey, and Mr. Henry Ashton Henderson. He was a Perpetual Commissioner for the county of Middlesex and the Cities of London and Westminster, and also a commissioner for taking affidavits and examining witnesses in the Supreme Courts of the Colonies of New South Wales, Victoria, and Queensland, and his private practice was very extensive. Mr. Shaen took a very warm interest in the prosperity of the University of London, and he was clerk of convocation from 1858 till 1868. He afterwards became a member of the Senate, and he took an active part in the movements for obtaining a Parliamentary representative for the University and for opening the University examinations to female students. He was a strenuous supporter of female education and of female suffrage. He was chairman of the Council of Bedford College, and was for many years solicitor to the Society for the Protection of Women and Children, and in 1866 he was solicitor to the Jamaica Committee. Mr. Shaen was a Fellow of University College, London, a director of the Solicitors' Benevolent Association, and solicitor to the Temperance Building Society. He was a trustee of Dr. Williams's Library, a member of the Committees of the British and Foreign Unitarian Association and the Aborigines Protection Society, and of the Managing Committee of the Royal Normal College for the Blind. The *Daily News* says:—"It was one of Mr. Shaen's characteristics all through life that he gained the confidence and affection of all with whom he had to do. He united to great seal for whatever he took in hand a singular clearness of intellectual vision. He was consequently at the furthest remove from all suspicion of fanaticism, though everybody felt his earnestness and persistency. Of his professional work the great reputation of the firm of which he was the head is the best testimony." Among the more important legal proceedings in which Mr. Shaen was engaged may be mentioned the Colenso and Voysey ecclesiastical suits.

### APPOINTMENTS.

Sir HENRY JAMES SUMNER MAINE, K.C.S.L., LL.D., has been elected Whewell Professor of International Law in the University of Cambridge, on the resignation of the Right Hon. Sir William Vernon Harcourt, Q.C., M.P. Sir H. Maine is the eldest son of Dr. James Maine, and was born in 1823. He was educated at Christ's Hospital and at Pembroke College, Cambridge, where he graduated as senior classic and 1st Chancellor's Medallist and also as a senior optime in 1844. He obtained the Chancellor's English Medal in 1842, the Craven Scholarship in 1843, and the Chancellor's Classical Medal in 1844, and he was afterwards elected a Fellow of Trinity Hall and proceeded to the degree of LL.D. He was called to the bar at Lincoln's-inn in Trinity Term, 1850, but he afterwards migrated to the Middle Temple. He formerly practised in the Court of Chancery, and he was for several years a revising barrister for the County of Middlesex. He was Regius Professor of Civil Law in the University of Cambridge from 1847 till 1854, legal member of the Council of the Governor-General of India from 1862 till 1870, and Corpus Professor of Jurisprudence in the University of Oxford from 1870 till 1877, when he was elected master of Trinity Hall, Cambridge. He was created a Knight Commander of the Order of the Star of India in 1871. Sir H. Maine is a bencher of the Middle Temple, and he has been a member of the Council of the Secretary of State for India since 1871.

Mr. ALFRED KINGDON, barrister, has been appointed Solicitor-General for the Colony of British Guiana. Mr. Kingdon is the third son of the late Mr. Thomas Kingdon Kingdon, Q.C., Recorder of Bristol, and was born in 1854. He was called to the bar at the Inner Temple in July, 1878. He formerly practised on the Western Circuit. He has been for some time acting as Attorney-General of the Island of St. Vincent.

Mr. FRANCIS HAMPSON, solicitor (of the firm of Hampson & Croese), of Manchester, has been elected President of the Manchester Incorporated Law Association for the ensuing year. Mr. Hampson was admitted a solicitor in 1853.

Mr. JOHN THOMAS LAST, solicitor (of the firm of Last & Betts), of Bradford, Shipley, and Liversedge, has been appointed a Commissioner for taking Affidavits in the Courts of the Province of Manitoba, in the Dominion of Canada.

Mr. LOUIS ROULLARD, barrister, has been appointed Substitute Procureur and Advocate-General for the Colony of Mauritius. Mr. Roullard is the second son of Mr. John Roullard, of Port Louis, Mauritius, and was born in 1838. He was educated at King's College, London, and he was called to the bar at Lincoln's-inn in Michaelmas Term, 1858.

Mr. ARTHUR GRIFFITHS HILL, solicitor, of Crews, has been elected an Alderman for that borough. Mr. Hill was admitted a solicitor in 1878. He is also one of the borough magistrates.

Mr. EDWARD NEWTON FULLER, solicitor, of Bath, has been appointed Clerk to the Magistrates for that city, in succession to his partner, the



late Mr. Edward Turner Payne. Mr. Fuller is an LL.B. of the University of London. He was admitted a solicitor in 1878.

Mr. BROMLEY CHALLONER, solicitor, of Abingdon, has been elected Coroner for the Abingdon District of Berkshire, in succession to the late Mr. Alfred Durling Bartlett. Mr. Challoner has acted for some time as deputy-coroner for the district. He was admitted a solicitor in 1874.

Mr. GEORGE STRINGER WILKS, solicitor, of Hythe, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. GEORGE ARTHUR PARKER, of the Madras Civil Service, has been appointed a Puisne Judge of the High Court of Judicature at Madras on the resignation of Mr. Justice Hutchins.

Mr. HENRY CHARLES GELDART, barrister, has been appointed High Sheriff of Cambridgeshire and Huntingdonshire for the ensuing year. Mr. Geldart is the second son of the Rev. James William Geldart, rector of Kirk Deighton, Yorkshire, and was born in 1840. He was educated at Trinity Hall, Cambridge, where he graduated a junior optime in 1862. He was called to the bar at the Inner Temple in Easter Term, 1865, and he formerly practised on the Midland Circuit. Mr. Geldart is a magistrate for Huntingdonshire.

Mr. JAMES OUTLIFF MARSHALL, solicitor, of Stoke-upon-Trent, has been appointed Registrar of the Stoke-upon-Trent and Longton County Courts (Circuit No. 26) in succession to his partner, the late Mr. William Keary. Mr. Marshall was admitted a solicitor in 1867.

Mr. JUSTICE STIRLING has received the Honorary Degree of LL.D. from the University of Aberdeen.

The Right Hon. SPENCER HORATIO WALPOLE, LL.D., Q.C., has been appointed Deputy High Steward of the University of Cambridge in succession to the late Mr. Francis Barlow. Mr. Walpole was Secretary of State for the Home Department from March till December, 1853, from March, 1858, till February, 1859, and from July, 1866, till May, 1867. He was sworn in as a Privy Counsellor on his first appointment as Home Secretary. He is a bencher of Lincoln's-inn, of which society he was treasurer in 1870, and chairman of the Council of Legal Education.

#### PARTNERSHIPS DISSOLVED.

HIRAM COSEEDGE and JAMES FREDERICK GRIFFITH, solicitors (H. Coseedge & Griffith), 4, Old Serjeants'-inn, Chancery-lane, London. The said James Frederick Griffith will carry on business at the same address. Jan. 20.

GEORGE THOMAS WOODROOFE, HENRY EDWARD BURGESS, and JAMES STUART LOCH, solicitors (Woodroffe, Burgess, & Loch), 1, New-square, Lincoln's-inn, so far as regards the said James Stuart Loch, who retires from the firm. The said George Thomas Woodroffe and Henry Edward Burgess will continue the said business under the style or firm of Woodroffe & Burgess. March 5. [Gazette, March 8.]

#### GENERAL.

The report of the committee appointed in December, 1885, by the Board of Trade to inquire into the manner in which the Patent Office was carrying out the Patent Act of 1883 was published on Saturday, together with the evidence taken by the committee. The committee recommend that the practice introduced by the Act of 1883 of warning applicants of the existence of unpublished applications likely to conflict with their own should be dropped. In the unanimous opinion of the witnesses this practice had entirely failed, and it was calculated that the repeal of the provision would result in a saving of £300 to £400 a year. In the case of a patent being abandoned in consequence of a filed but unpublished description, the committee thought that the fees should be returned. The present system of examining applications appeared to the committee to be too elaborate, and they considered that it might be simplified by diminishing the excessive amount of supervision exercised.

#### COURT PAPERS.

##### SUPREME COURT OF JUDICATURE.

###### ROTA OF REQUISITUMS IN ATTENDANCE ON

Date.	APPEAL COURT		APPEAL COURT		MR. JUSTICE		MR. JUSTICE	
	No. 1.	No. 2.	No. 1.	No. 2.	KAY.	CHITTY.	KAY.	CHITTY.
Mon., Mar. 14	Mr. Pemberton	Mr. Lavis	Mr. Leach	Mr. Leach	Mr. Leach	Mr. Leach	Mr. Leach	Mr. Leach
Tuesday .. 15	Mr. Clowes	Mr. Carrington	Mr. Leach	Mr. Leach	Mr. Leach	Mr. Leach	Mr. Leach	Mr. Leach
Wednesday .. 16	Mr. Jackson	Mr. Carrington	Mr. Leach	Mr. Leach	Mr. Leach	Mr. Leach	Mr. Leach	Mr. Leach
Thursday .. 17	Mr. Koe	Mr. Carrington	Mr. Leach	Mr. Leach	Mr. Leach	Mr. Leach	Mr. Leach	Mr. Leach
Friday .. 18	Mr. Carrington	Mr. Lavis	Mr. Leach	Mr. Leach	Mr. Leach	Mr. Leach	Mr. Leach	Mr. Leach
Saturday .. 19	Mr. Lavis	Mr. Carrington	Mr. Leach	Mr. Leach	Mr. Leach	Mr. Leach	Mr. Leach	Mr. Leach
Monday, March .. 14	Mr. Clowes	Mr. Koe	Mr. King	Mr. King	Mr. King	Mr. King	Mr. King	Mr. King
Tuesday .. 15	Mr. Pemberton	Mr. Jackson	Mr. King	Mr. King	Mr. King	Mr. King	Mr. King	Mr. King
Wednesday .. 16	Mr. Clowes	Mr. Koe	Mr. King	Mr. King	Mr. King	Mr. King	Mr. King	Mr. King
Thursday .. 17	Mr. Pemberton	Mr. Jackson	Mr. King	Mr. King	Mr. King	Mr. King	Mr. King	Mr. King
Friday .. 18	Mr. Clowes	Mr. Koe	Mr. King	Mr. King	Mr. King	Mr. King	Mr. King	Mr. King
Saturday .. 19	Mr. Pemberton	Mr. Jackson	Mr. King	Mr. King	Mr. King	Mr. King	Mr. King	Mr. King

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 11, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

#### WINDING UP NOTICES.

London Gazette.—FRIDAY, March 4.  
JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

BRITISH EMERY CO., LIMITED.—By an order made by Kay, J., dated Feb. 21, it was ordered that voluntary winding up of company be continued. Moore, Great St. Helena, solicitor for petitioner.

PROTECTOR CARRIAGE AND HORSE INSURANCE CO., LIMITED.—Chitty, J., has fixed Saturday, March 12, at 12, at his chambers, for appointment of official liquidator.

WHEELER HORSE SHOE NAIL CO., LIMITED.—Creditors are required, on or before March 25, to send their names and addresses, and particulars of their debts or claims, to Alfred Augustus James, 64, Coleman-st. Monday, March 25, at 12, is appointed for hearing and adjudicating upon debts and claims.

YORKSHIRE TANNERY AND BOOT MANUFACTORY, LIMITED.—Petition for winding up, presented March 3, directed to be heard before Chitty, J., on Saturday, March 12. Lyne & Holman, 64 Winchester-st., solicitors for petitioner.

UNLIMITED IN CHANCERY.

COMPANY OF FRATERNITY OF FINE FISHERMEN AND DREDGERS OF THE MANOR AND HUNDRED OF FAVERSHAM.—Petition for winding up, presented March 3, directed to be heard before Kay, J., on March 12. Warren & Co., Bloomsbury-sq., agents for Giraud, Faversham, solicitor for petitioner.

CROFTON AND NORWOOD TRAMWAYS CO.—Petition for winding up, presented Feb. 25, directed to be heard before North, J., on Saturday, March 12. Walter Webb & Co., Queen Victoria-st., solicitors for petitioner.

MEERBROOK BANK ESTATE SOCIETY.—Petition for winding up, presented March 1, directed to be heard before North, J., on March 12. Underman & Brown, Chancery-lane, agents for Stacey, Sheffield, solicitor for petitioner.

COUNTY PALACE OF LANCASTER.  
UNLIMITED IN CHANCERY.

NO. 1 RAILWAY HOTEL BENEFIT BUILDING SOCIETY.—Creditors are required, on or before March 12, to send their names and addresses, and particulars of their debts or claims, to James Henry Heap and John Thomas Frankland, Aconington. Thursday, March 31, at 11.30, is appointed for hearing and adjudicating upon debts and claims.

#### FRIENDLY SOCIETIES DISSOLVED.

PRIDE OF COQUEUR LODGE, IMPROVED UNITED ORDER OF MECHANICS, Red Lion Inn, Felton, Northumberland. Feb. 25.

London Gazette.—THURSDAY, March 8.  
LIMITED IN CHANCERY.

ELECTRICAL NAVIGATION CO., LIMITED.—By an order made by Stirling, J., dated Feb. 21, it was ordered that the company be wound up. Mann, New Oxford-st., solicitor for petitioner.

ITALIAN RAILWAYS SYNDICATE, LIMITED.—Petition for winding up, presented March 1, directed to be heard before North, J., on Saturday, March 12. Gush & Co., Finsbury-circus, solicitors for petitioner.

LYNCH AND TONKS CO., LIMITED.—North, J., has, by an order dated Feb. 25, appointed John Joseph Smith, 50, Cannon-st., to be official liquidator.

LONDON MODEL DWELLINGS CO., LIMITED.—Petition for winding up, presented March 7, directed to be heard before Stirling, J., on Saturday, March 12. Watson, Leadenhall-st., solicitor for petitioner.

PHOENIX SHIPPING CO., LIMITED.—By an order made by Kay, J., dated Feb. 25, it was ordered that voluntary winding up of company be continued. Flux & Leadbitter, Leadenhall-st., solicitors for petitioner.

RONDISA MERTON STRAM COAL COLLIERY CO., LIMITED.—Creditors are required, on or before April 14, to send their names and addresses, and particulars of their debts or claims, to Mr. James Barrow, Maesteg. Monday, April 25, at 12, is appointed for hearing and adjudicating upon the debts and claims.

WEST LONDON COMMERCIAL BANK, LIMITED.—Chitty, J., has fixed Thursday, March 17, at 12, at his chambers, for appointment of official liquidator.

UNLIMITED IN CHANCERY.

BRIGHTON DISTRICT TRAMWAYS CO.—By an order made by Stirling, J., dated Feb. 26, it was ordered that the company be wound up. Hare & Co., Surrey-st. Strand, solicitors for petitioner.

#### CREDITORS' NOTICES.

##### CREDITORS UNDER ESTATES IN CHANCERY.

###### LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 25.

D'ORFANT, CHARLES, Aldershot, Hants. April 11. Back v D'Orfiant, Chitty, J. Robinson, Union-st. Old Broad-st.

KING, JAMES, Wilson's-yd, Islington. March 25. Ladd v King, Chitty, J. Groom, London Wall.

NUGENT, EDMUND LYNCH, Chancery-lane, Barrister-at-Law. March 31. Winn v Nugent, Kay, J. Head, Regate.

WINSHIP, ROBERT, Barton on Humber. April 8. Ford v Winship, Chitty, J. Brown, Cannon-st.

NOTICES TO CREDITORS UNDER TRUSTEES RELIEF ACT, for insertion in the London Gazette or any newspaper, should be sent to Harrison and Sons, Publishers London Gazette, 45, St. Martin's-lane, W.C. The Gazette is published every Tuesday and Friday.—[ADVT.]

#### UNDER 22 & 23 VICT. CAP. 35.

###### LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 4.

CARR, ROBERT, Liverpool, Mariner. April 7. Bremer & Co, Liverpool.

CATLING, THOMAS, Chesham, Buckingham, retired from business. May 5. Francis & How, Chesham.

CHILD, ELLEN SARAH, Bath. March 25. Payne & Fuller, Bath.

CHURCH, CHARLES, Faringdon, Berks, Coal Merchant. April 5. Crowdy & Son, Faringdon.

DANIEL, HERBERT JAMES, Newport, Mon, Iron Merchant. March 28. Davies, Newport, Mon.

DAVIS, ELEANOR, Maidstone. April 1. Criddle, Newcastle upon Tyne.

DEWITT, MARY, Liverpool. April 5. Layton & Steel, Liverpool.

DICKINSON, THOMAS SAMUEL, Ewell rd, Surbiton hill, Fruiteer. April 1. Han-day, Coleman-st.

FARRAR, JAMES, Southport, Boot Dealer. April 1. Filling, Bolton.

FERRARD, CHARLES OTTON, Winkfield, Berks, Esq. April 15. Francis & Johnson, Austin Friars.

FERRIER, ALFRED, Dobenham, Suffolk, Farmer. April 8. Lawton & Co, Ely, Suffolk.

GODDEN, WILLIAM, Hollington, South Norwood Park, Esq. April 23. Fox & Co, New-st, Carey-st.

GODWIN, GEORGE, Macolesfield, Gent. May 15. Hand, Macolesfield.

GORDON, DAVID, Stevenage, Hertfordshire, Tea Dealer. April 8. Vessey, Baldock, Herts.

GORDON, MARY ANN, Stevenage, Hertfordshire. April 6. Veasey, Baldock, Herts.  
 GRAY, GEORGE, York, Gent. June 1. Crumby, Stonegate, York  
 LINSLEY, CHARLES GRIBSON DS, Wolverhampton, Surgeon Dentist. April 12. Thorne & Co, Wolverhampton  
 HAUDLEY, WILLIAM, Newton Heath, Lancaster, Retired Schoolmaster. April 14. Minor, Manchester  
 HAWKINS, ELIZABETH, Dinthill, Salop. April 15. Minor, Manchester  
 HOLT, RICHARD, Horbury, York. April 4. Hill, Halifax  
 HOOPER, GEORGE, Bridgwater, Timber Merchant. March 25. Reed & Cook, Bridgwater  
 HUME, REUBEN, Kidderminster, Victualler. April 5. Talbot, Kidderminster  
 LAST, WILLIAM NELSON, North Bury St Edmunds, Watchmaker. March 14. Woolbrough & Co, Bury St Edmunds  
 LLOYDS, WILLIAM CHRISTOPHER, Hornsey rise, Printing Ink Manufacturer. April 10. Maynard & Son, Clifford's inn  
 LOWE, WILLIAM, Birmingham, Tin Plate Worker. April 1. Saunders & Bradbury, Birmingham  
 MOSLEY, SOPHIA ANNE, Rolleston, Stafford. April 15. Small, Burton on Trent  
 MOWAT, GEORGE, Seaton's Sluice, Northumberland, Mariner. March 31. Keeping & Glogas, Strand  
 NEILL, CHARLOTTE, Talbot rd, Bayswater. March 31. East, Basinghall st  
 PEMBER, JAMES, Bertow, Worcester, Innkeeper. April 12. Powell, Upton upon Severn  
 PEROWNE, ISABELLA, Norwich. April 30. Claburn, Norwich  
 PETERS, THOMAS, Mold, Flint, Gent. April 18. Kelly & Keene, Mold, Flint  
 POOLE, JANE, Liverpool. April 22. Priest & Son, Liverpool  
 PRIDDLE, HENRY CRESWELL, Niton, Isle of Wight, Esq. April 1. Vincent, Ryde, Isle of Wight  
 RIDDALL, FRANCES, Redland, Bristol. April 9. Hamlin & Whitty, Bristol  
 RIVINGTON, WILLIAM, Killammarsh, Derby, Miner. March 25. Wilson, Sheffield  
 ROBINSON, ELIZABETH, Alfred st, Colebrooke row, Islington. April 5. Rumsey, Finsbury pk rd  
 ROBINSON, MARY, Sunderland, Beer Retailer. March 19. Green, Sunderland  
 SAMUEL, FANNY YATES, Liverpool. March 10. Parkinson & Hess, Liverpool  
 SMITH, GEORGE, Wednesbury, Stafford, Confectioner. March 29. Brookes, Wednesbury  
 SNAPE, JANE, Norwich. April 30. Claburn, Norwich  
 STONE, FRANCES MARY, Tatenhill, Stafford. April 15. Small, Burton on Trent  
 STUART, SIR ALEXANDER, K.C.M.G., Sydney, New South Wales. April 12. Want & Harston, Clement's lane, Lombard st  
 TAMPION, DANIEL, Marks Tey, Essex, Gent. May 10. Beaumont & Son, Coggeshall, Essex  
 VAUGHAN-ARBUCKLE, MARGARET HELEN GEORGIANA, Ryde, Isle of Wight. April 6. Vincent, Ryde, Isle of Wight  
 WATKINS, HEZEKIAH, Croxhall y Beddau, nr Llantrissant, Glamorganshire, Grocer and Blacksmith. April 28. Curtis & Son, Neath  
 WRIGHT, ELIZABETH, Hastings. April 1. Foss & Ledsam, Abchurch lane  
 WRIGHT, EUPHEMIA, Anerley, Surrey. July 31. Cartill & Son, Rood lane  
 YOUNG, EDWARD, Camden rd, Cabinet Maker. April 6. Withall & Co, Great George st

FURNISH ON NORMAN & STACY'S SYSTEM; No Deposit; 1, 2, or 3 years credit; 60 wholesale firms. Offices, 78, Queen Victoria-st., E.C. Branches at 121, Pall Mall, S.W., & 9, Liverpool-st., E.C. Goods delivered free.—(ADVT.)

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Mar. 4.

## RECEIVING ORDERS.

ARMISTEAD, WILLIAM, Leeds, Provision Dealer's Cartman. Bradford. Pet Mar 1. Ord Mar 1  
 BALE, JOHN, Derby, Licensed Victualler. Derby. Pet Feb 24. Ord Mar 1  
 BENHAM, FREDERICK JOHN, York grove, Queen's rd, Peckham. High Court. Pet Feb 16. Ord Mar 1  
 BEST, GEORGE HOLLINGS, Bath, Hotel Proprietor. Bath. Pet Feb 25. Ord Feb 25  
 BLANKLEY, CHARLES, Philip lane, Wood st, Belmaker High Court. Pet Feb 25. Ord Feb 25  
 BLEASDALE, WILLIAM, Blackburn, Farmer. Preston. Pet Mar 1. Ord Mar 1  
 BODENHAM, WILLIAM, West Bromwich, Grocer. Oldbury. Pet Mar 1. Ord Mar 1  
 BUTCHER, WILLIAM, Basingstoke, Grocer. Winchester. Pet Mar 1. Ord Mar 1  
 CLINCH, ALBERT, and PHILIP HENRY PATTEN, Rotherfield st, Islington, Builders. High Court. Pet Feb 25. Ord Feb 25  
 COGGIN, THOMAS, Viceroy rd, South Lambeth, Clerk of Rates. High Court. Pet Mar 2. Ord Mar 2  
 COLLIER, RICHARD GEORGE, Worthing, Stonemason. Brighton. Pet Mar 2. Ord Mar 2  
 COMPTON, WILLIAM, Birmingham, Sadler. Birmingham. Pet Feb 11. Ord Mar 2  
 COOK, ALFRED, Stratford, Essex, Baker. High Court. Pet Feb 7. Ord Mar 1  
 DAVIS, WALTER, Bristol, China Dealer. Bristol. Pet Mar 1. Ord Mar 1  
 DAW, PHILIP, Stourport, Worcester, Builder. Kidderminster. Pet Feb 11. Ord Feb 22  
 DYSON, ELL, and THOMAS DYSON, Oldham, Joiners. Oldham. Pet March 2. Ord March 2  
 EPHRAIME, ELL, Redbourn, Hertford, Baker. St Albans. Pet March 1. Ord March 1  
 EVANS, MORGAN, Llanfihangel y Croyddyn, Cardigan, Labourer. Aberystwith. Pet March 2. Ord March 2  
 FLOCKTON, ALICE JANE, Dewsbury, Confectioner. Dewsbury. Pet March 2. Ord March 2  
 GANDY, MAURICE, Liverpool, Manager to a Company. Liverpool. Pet Feb 11. Ord Feb 22  
 GARDNER, WILLIAM, and CHARLES ROWLAND DAVIES, Chadlington, Oxford, Farmers. Oxford. Pet Feb 25. Ord Feb 25  
 GOODING, WILLIAM, Deopham, Norfolk, Miller. Norwich. Pet March 1. Ord March 1  
 HARRIS, GEORGE, Weston super Mare, Grocer. Bridgwater. Pet Feb 25. Ord Feb 25  
 HARRIS, ESTHER, and SARAH HARRIS, Swansea, Pawnbrokers. Swansea. Pet Feb 25. Ord Feb 25  
 HARRISON, JOHN, Springhead, Yorks, Builder. Oldham. Pet March 1. Ord March 2

HENDY, THOMAS GODWIN, Reading, out of business. Reading. Pet Feb 25. Ord Feb 25  
 HOLMES, LIONEL GEORGE PRYTON, Shirehampton, Gloucester, Medical Practitioner. Bristol. Pet March 2. Ord March 2  
 HUGHES, OWEN, Aberffraw, Anglesey, General Dealer. Bangor. Pet Feb 25. Ord Feb 25  
 HYSLOP, DAVID, Formosa st, Warwick rd, Maida Hill, Upholsterer. High Court. Pet March 2. Ord March 2  
 KNOS, ANDRES GABRIEL, Fenchurch avenue, Merchant. High Court. Pet Feb 25. Ord Feb 25  
 LINEKER, WILLIAM, Stanton on the Wolds, Nottingham, Farmer. Nottingham. Pet March 1. Ord March 1  
 LUND, GEORGE, and FREDERICK MORAIT BLOCKLEY, Pall Mall, Watch Makers. High Court. Pet Feb 25. Ord Feb 25  
 MARSHALL, JOHN, Liverpool, Grocer. Liverpool. Pet Feb 25. Ord Feb 25  
 MCGOWAN, JAMES, Whitehaven, Boot Maker. Whitehaven. Pet March 1. Ord March 1  
 NOBLE, JOHN WALTER, Carlisle, Roper. Carlisle. Pet Feb 25. Ord Feb 25  
 OCKENDER, EDMUND JURY, Hove, Builder. Brighton. Pet Feb 25. Ord Feb 25  
 OWEN, RICHARD EDWARD, Walsall, Grocer. Walsall. Pet Feb 25. Ord Feb 25  
 PEOLER, FREDERICK URIAH, Swansea, Ironmonger. Swansea. Pet March 2. Ord March 2  
 PHILLIPS, CHARLES JOTCE, Swindon, Builder. Swindon. Pet March 1. Ord March 1  
 PLAYER, OCTAVIUS R, Bath, Hay Dealer. Bath. Pet Feb 25. Ord Feb 25  
 POSTAGE, JOHN WILLIAM, Newport, Mon, Tailor. Newport, Mon. Pet Feb 25. Ord Feb 25  
 QUILLIAM, ALFRED, Fairfield, Lancs, Accountant. Liverpool. Pet Feb 15. Ord March 1  
 REES, DANIEL, New Swindon, Tea Dealer. Swindon. Pet March 2. Ord March 2  
 REGAN, ELIZABETH, Church Enstone, Oxford, Publican. Oxford. Pet March 2. Ord March 2  
 RUTHERFORD, WILLIAM, Kingston upon Hull, Currier. Kingston upon Hull. Pet Feb 25. Ord Feb 25  
 SEVENS, HENRY, Middleborough, Builder. Stockton on Tees and Middleborough. Pet March 1. Ord March 1  
 SHELLARD, ALFRED TOM, Coventry, Bicycle Maker. Coventry. Pet March 2. Ord March 2  
 SIMPSON, JOSEPH, Carlisle, Corn Merchant. Carlisle. Pet March 2. Ord March 2  
 SMITH, JAMES, Stoke upon Trent, Estate Agent. Stoke upon Trent. Pet Feb 25. Ord Feb 25  
 STEWART, JOHN, Newark upon Trent, Grocer. Nottingham. Pet March 2. Ord March 2  
 STONE, RICHARD, jun, Childrey, nr Wantage, Berks, Farmer. Oxford. Pet March 1. Ord March 1  
 THOMAS, JAMES, Newport, Mon, Baker. Newport, Mon. Pet March 1. Ord March 1  
 TREHISE, RICHARD, Over Whitacre, Warwick, Farmer. Birmingham. Pet Feb 4. Ord March 1  
 WATSON, WALTER, JAMES WALLACE WATSON, and ALLAN GROOMER DOUGLAS, Birmingham, Lithographers. Birmingham. Pet March 2. Ord March 2

## FIRST MEETINGS.

ALLSOP, CHARLES TITTENSER, Walsall, Sadler. March 14 at 10. Off Rec, Walsall  
 BALE, JOHN, Morledge, Licensed Victualler. March 14 at 2.30. Off Rec, St James's chbrs, Derby  
 BEST, GEORGE HOLLINGS, Bath, Hotel Proprietor. March 14 at 12.15. White Lion Hotel, Bath  
 BESWICK, ROBERT, Radway Green, Cheshire, out of business. March 12 at 11.45. Off Rec, Newcastle under Lyme  
 BLACKBURN, GEORGE FREDERICK, and JOHN GEORGE BLATHERWICK, Hanley, Boot Dealers. March 14 at 11.30. North Stafford Hotel, Stoke upon Trent  
 BRICELL, JOHN, Manor pk, Essex, Builder. March 11 at 2.30. 32, Carey st, Lincoln's inn  
 BULLETT, HENRY SAMUEL, Springfield, Essex, Baker. March 12 at 12.30. Shirehall, Chelmsford  
 BYERS, ALEXANDER, Shrewsbury, Draper. March 11 at 1. Off Rec, 15, King st, Gloucester  
 CAMPBELL, HENRY, Epworth, Lincolnshire, Potato Salesman. March 14 at 3. Off Rec, Figtree lane, Sheffield  
 CARR, JOHN, Pickering, Yorks, Engineman. March 11 at 11. Off Rec, 74, Newborough st, Scarborough  
 CHATTERTON, JOHN, Northwich, out of employment. March 12 at 4. Royal Hotel, Crowe  
 CROOK, GEORGE, St Paul's churchyard, Warehouseman. March 11 at 11. 33, Carey st, Lincoln's inn  
 DAVIS, WALTER, Bristol, China Dealer. March 15 at 12. Off Rec, Bank chbrs, Bristol  
 DELVES, CHARLES FREDERIC, and WILLIAM TRESS, Uckfield, Sussex, Brewers. March 11 at 1. Maldenhead Hotel, Uckfield  
 FARRINGTON, VALENTINE, Ulverston, Lancs, Corn Miller. March 11 at 2.30. 9, Paxton ter, Bury in Furness  
 GIBSON, ROBERT, Purton, Yorks, Joiner. March 11 at 11. Off Rec, Southgate chbrs, Southgate, Wakefield  
 GOODING, WILLIAM, Deopham, Norfolk, Miller. March 12 at 12. Off Rec, 8, King st, Norwich  
 GRAY, EDWARD, Gt George st, Stock Dealer. March 11 at 12. 33, Carey st, Lincoln's inn  
 GRAY, THOMAS, Nottingham, Plumbers' Merchant. March 11 at 3. Off Rec, 1, High pavement, Nottingham  
 GROWITT, THOMAS, Sheffield, Bookbinder. March 14 at 1. Off Rec, Figtree lane, Sheffield  
 HANBEG, WILLIAM, Bristol, Clothier. March 11 at 12. Off Rec, Bank chbrs, Bristol  
 HARRIS, ESTHER, and SARAH HARRIS, Swansea, Pawnbrokers. March 11 at 11. Off Rec, 6, Rutland st, Swansea  
 HARRIS, GEORGE, Weston super Mare, Grocer. March 11 at 2. Railway Hotel, Weston super Mare  
 HONEYWELL, DANIEL, Boxted, Essex, Farmer. March 15 at 11. Townhall, Colchester  
 JAY, CLAUDE, Old Town, Clapham, Upholsterer. March 11 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 JOHNSON, GEORGE, Worksop, Nottinghamshire, Saddler. March 14 at 2. Off Rec, Figtree lane, Sheffield  
 LEGGIST, FREDERICK, Gt Yarmouth, Fish Merchant. March 12 at 12.30. Off Rec, 8, King st, Norwich  
 LOVICK, HARRY EDWARD, Leeds, Joiner. March 14 at 11. Off Rec, 22, Park row, Leeds  
 MARLOW, HENRY CHARLES, Walsall, Collar Maker. March 12 at 11.15. Off Rec, Walsall  
 MCGOWAN, JAMES, Whitehaven, Boot Maker. March 15 at 12. 57, Duke st, Whitehaven  
 MORRIS, JOHN GEORGE, Mansfield, Nottinghamshire, Hotel Keeper. March 11 at 11. Off Rec, 1, High pavement, Nottingham



NICHOLLS, SIMON, Walsall, Licensed Victualler. March 12 at 11.45. Off Rec, Walsall.  
 NOBLE, JOHN WALTER, Carlisle, Roper. March 14 at 12. Off Rec, 34, Fisher st, Carlisle.  
 NORMAN, WILLIAM JOSEPH, Somerton, Somersetshire, Plumber. March 11 at 1. Off Rec, Salisbury.  
 OWEN, RICHARD EDWARD, Walsall, Grocer. March 12 at 10. Off Rec, Walsall.  
 PARK, SOPHIA, Leeds, Publican. March 11 at 11. St Andrew's chmbrs, 22, Park row, Leeds.  
 PRANCE, JOSEPH, Wednesbury, Staffordshire, Licensed Victualler. March 12 at 10.45. Off Rec, Walsall.  
 REGBER, FREDERICK URIAH, Newtown Brynhyttrdd, Glamorganshire, Ironmonger. March 14 at 3. Off Rec, 6, Rutland st, Swansea.  
 PHILLIPS, ALFRED, Pontliff, Glamorganshire, Grocer. March 15 at 12. Off Rec, Merthyr Tydfil.  
 PINNOCK, WILLIAM, Kenot, Oxfordshire, Farmer. March 31 at 11. Off Rec, St Aldates, Oxford.  
 PLAYLER, OCTAVIUS R., Bath, Hay Dealer. March 12 at 12. R. H. Moore, County Court, York st, Bath.  
 POTTAGS, JOHN WILLIAM, Newport, Mon, Tailor. March 14 at 12. Off Rec, 12, Tredegar pl, Newport, Mon.  
 PUTMAN, GEORGE, Merthyr Tydfil, Confectioner. March 14 at 12. Off Rec, Merthyr Tydfil.  
 RAYMOND, BENJAMIN, Barnsley, Yorks, Builder. March 14 at 10. Off Rec, 3, Eastgate, Barnsley.  
 SCOTT, JOHN, Batley, Yorks, Rag Merchant. March 11 at 10. Off Rec, Bank chmbrs, Batley.  
 SIDEBOTTOM, WILLIAM, Rothwell, Yorks, Greengrocer. March 11 at 12. Off Rec, 32, Park row, Leeds.  
 SIMPSON, JOSEPH, St James's rd, nr Carlisle, Corn Merchant. March 15 at 12. Off Rec, 34, Fisher st, Carlisle.  
 SMITH, JAMES, Stoke upon Trent, Estate Agent. March 14 at 12.30. North Stafford Hotel, Stoke upon Trent.  
 STEVENS, WARWICK ALAN, Southsea, no occupation. March 15 at 3. Off Rec, 26, Victoria st, Liverpool.  
 THOMAS, JAMES, Newport, Mon, Baker. March 14 at 1. Off Rec, 12, Tredegar pl, Newport, Mon.  
 THOMPSON, JOHN, Worcester, Solicitor. March 14 at 11. Off Rec, Worcester.  
 TURNER, WALTER DAVID TALBOT, Red Lion ct, Cannon st, Button Maker. Mar 11 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 WAKEMAN, PHILIP, Taplow, Bucks, Carpenter. Mar 14 at 12.30. Bell Hotel, Maidenhead.  
 WORRELL, WILLIAM, Pemberton, Lancs, Manure Maker. Mar 15 at 10. Wigan County Court.  
 WRIGHT, THOMAS, Scarborough, Innkeeper. Mar 11 at 12. Off Rec, 74, Newborough st, Scarborough.  
 YOUNG, FRANK, Hyson Green, Nottingham, Draper. Mar 12 at 12. Off Rec, 1, High pavement, Nottingham.

The following amended notice is substituted for that published in the London Gazette of Feb. 22.

ADAMS, FREDERICK WILLIAM HENRY, High st, Sydenham, Baker. Mar 7 at 3. 109, Victoria st, Westminster.

## ADJUDICATIONS.

AINOER, EDWARD, Walthamstow, Grocer. High Court. Pet Feb 26. Ord Feb 28.  
 ARMISTEAD, WILLIAM, Leeds, Provision Dealer's Cartman. Bradford. Pet Feb 28. Ord March 1.  
 ASKEW, WILLIAM, Kewick, Cumberland, Hotel Keeper. Cockermouth and Workington. Pet Feb 14. Ord March 2.  
 BAILE, JOHN, Derby, Licensed Victualler. Derby. Pet Feb 24. Ord March 2.  
 BANTARD, REUBEN, and WALTER BANTARD, Loxden, Colchester, Bakers. Colchester. Pet Feb 24. Ord March 2.  
 BEAUMDALE, WILLIAM, Blackburn, Farmer. Preston. Pet March 1. Ord March 1.  
 BUNTING, JOSEPH, Nottingham, Commission Agent. Nottingham. Pet Jan 28. Ord March 2.  
 CHATTESTON, JOHN, Northwich, out of business. Nantwich and Crewe. Pet Feb 4. Ord Feb 28.  
 COLLIER, RICHARD GEORGE, Worthing, Stonemason. Brighton. Pet March 1. Ord March 2.  
 DAVIS, EDMUND FRANCIS, Barlington gds, Solicitor. High Court. Pet Jan 17. Ord March 1.  
 DOWKIN, SAMUEL, jun, Bywell, nr Felton, Northumberland, Farmer. Newcastle on Tyne. Pet Feb 28. Ord Feb 28.  
 EVANS, MORGAN, Llandfangel y Croyddyn, Cardigan, Labourer. Aberystwith. Pet March 2. Ord March 2.  
 GABLEN, WILLIAM GOULD BURLAND, Cheltenham, Outfitter. Cheltenham. Pet Nov 15. Ord Feb 28.  
 GIBSON, ROBERT, Fursion, Yorks, Joiner. Wakefield. Pet Feb 25. Ord Mar 2.  
 HARRIS, GEORGE, Weston super Mare, Grocer. Bridgwater. Pet Feb 28. Ord Feb 28.  
 HASHIM, KHALIL, Manchester, Merchant. High Court. Pet Nov 28. Ord Mar 1.  
 HUGHES, OWEN, Anglesey, General Dealer. Bangor. Pet Feb 28. Ord Mar 2.  
 JONES, DANIEL, Leadenhall st, Iron Merchant. High Court. Pet Jan 21. Ord Mar 1.  
 JONES, EDWARD, deo, Meenan, Carnarvonshire, Retired Farmer. Bangor. Pet Jan 20. Ord Feb 28.  
 LIPSCOMBE, HENRY ROGERS, Fairfax rd, Teddington, Filter Maker. High Court. Pet Jan 31. Ord March 1.  
 MCGOWAN, JAMES, Whitehaven, Boot Maker. Whitehaven. Pet Mar 1. Ord March 2.  
 NEWLAND, STEPHEN, High st, Stepney, Tailor. High Court. Pet Feb 5. Ord Feb 28.  
 NOBLE, JOHN WALTER, Carlisle, Roper. Carlisle. Pet Feb 28. Ord Feb 28.  
 OWEN, RICHARD EDWARD, Walsall, Grocer. Walsall. Pet Feb 28. Ord Feb 28.  
 POTTAGS, JOHN WILLIAM, Newport, Mon, Tailor. Newport, Mon. Pet Feb 28. Ord Mar 1.  
 PRIEST, FREDERICK WILLIAM, Lordship lane, East Dulwich, Plumber. High Court. Pet Feb 18. Ord Feb 28.  
 REES, LEWIS, Aberdula, nr Neath, Draper. Neath. Pet Feb 14. Ord Feb 28.  
 SIMPLE, CHARLES EDWARD ARMAND, Goldhawk rd, Shepherd's Bush, Doctor of Medicine. High Court. Pet Feb 14. Ord Feb 28.  
 STEVENS, HENRY, Middleborough, Builder. Stockton on Tees and Middlesborough. Pet March 1. Ord March 1.  
 SHEPHERD, WILLIAM, Colchester, Baker. Colchester. Pet Jan 29. Ord March 2.  
 SIMPSON, JOSEPH, St James's rd, nr Carlisle, Corn Merchant. Carlisle. Pet March 2. Ord March 2.  
 SKELTON, CHARLES, Bagshot, Surrey, Builder. Kingston, Surrey. Pet Jan 24. Ord Feb 28.  
 STEPHENS, WILLIAM JAMES BOWROW, High st, Chatham, Draper. Rochester. Pet Jan 31. Ord March 2.  
 STONE, RICHARD, the younger, Chidrey, nr Wantage, Farmer. Oxford. Pet March 1. Ord March 1.

THOMAS, JAMES, Newport, Mon, Baker. Newport, Mon. Pet Feb 28. Ord March 2.  
 WATSON, ROBERT, Ledham, Cheshire, Hotel Keeper. Birkenhead. Pet Feb 16. Ord March 1.  
 WILLIAMS, DANIEL, Eglwysilan, Glamorganshire, Farmer. Pontypidd. Pet Feb 16. Ord March 1.  
 WOBSEY, WILLIAM, Pemberton, Lancashire, Manure Manufacturer. Wigan. Pet Feb 28. Ord March 1.  
 WRIGHT, THOMAS, Scarborough, Innkeeper. Scarborough. Pet Feb 17. Ord March 2.

London Gazette.—TUESDAY, March 8.

## RECEIVING ORDERS.

ASHMAN, HENRY JOHN, Glastonbury, Somerset, Auctioneer. Wells. Pet March 5. Ord March 5.  
 BARRAM, THOMAS, Brookthorpe, Gloucester, Farmer. Gloucester. Pet March 5. Ord March 5.  
 BEER, JOHN, Stokeinteighhead, Devon, Baker. Exeter. Pet March 4. Ord March 4.  
 BONTOTT, WALTER REYMOUR, Spalding, Lincoln, Veterinary Surgeon. Peterborough. Pet Feb 28. Ord March 5.  
 BOWEN, THOMAS, Bradford, Coal Merchant. Bradford. Pet March 4. Ord March 5.  
 CHAMBERS, ARTHUR, Blackburn, Hoaler. Blackburn. Pet March 4. Ord March 4.  
 DEAN, ISAIAH, Birmingham, Carpet Factor. Birmingham. Pet March 3. Ord March 3.  
 DICKENS, STEPHEN FRANCIS, Peterborough, out of business. Peterborough. Pet March 4. Ord March 4.  
 DETMERS, FRANK, Newcastle on Tyne, Builder. Newcastle. Pet March 5. Ord March 5.  
 DUNFORD, JAMES, Poole, Dorset, Builder. Poole. Pet March 3. Ord March 3.  
 EDDOE, —, and —, LANE, Birmingham, Coal Merchants. Birmingham. Pet Feb 22. Ord March 4.  
 EVANS, JOHN, Abercrom, nr Pwllheli, Carnarvon, Mariner. Bangor. Pet March 3. Ord March 3.  
 FROUD, JOHN, Oswalebury, nr Winchester, Builder. Winchester. Pet March 4. Ord March 4.  
 GRIFFITHS, ELIZABETH MARY, Swansea, Colliery Proprietress. Swansea. Pet March 4. Ord March 4.  
 HALLIDAY, WILLIAM, Maldon, Essex, Draper. Chelmsford. Pet Feb 14. Ord March 3.  
 JAMES, SARAH ANN, Trebarris, Glamorganshire, Grocer. Merthyr Tydfil. Pet March 4. Ord March 4.  
 JENKINS, HENRY, Birmingham, Confectioner. Birmingham. Pet March 3. Ord March 3.  
 JORDAN, WILLIAM HENRY, Rothwell, Yorks, Farmer. Leeds. Pet March 3. Ord March 3.  
 JOSEPH, ABRAHAM, Edgbaston, Birmingham, Clothier. Birmingham. Pet March 4. Ord March 4.  
 KNEEHAL, RICHARD, Pickering, Yorks, Watchmaker. Scarborough. Pet March 4. Ord March 4.  
 LEAMON, PHILIP, Whitwell, Norfolk, Farmer. Norwich. Pet March 4. Ord March 4.  
 LOEWENSTEIN, JULES JOSEPH, Nottingham, Lace Manufacturer. Nottingham. Pet March 4. Ord March 4.  
 MCKAY, ROBERT, Wardour st, Soho, Licensed Victualler. High Court. Pet March 5. Ord March 5.  
 O'MANDY, JOHN, Mountbarrow, nr Ulverston, Farmer. Ulverston and Barrow in Furness. Pet March 3. Ord March 4.  
 OSBORNE, JOSEPH, Liversedge, Yorks, Fuller. Dewsbury. Pet March 4. Ord March 4.  
 OUTON, CHARLES RICHARD SMITH, Newhaven, General Dealer. Lewes and Eastbourne. Pet March 5. Ord March 5.  
 PADDOHAM, ROBERT APPLETON, Beaufair, Pontefract, Tailor. Wakefield. Pet March 4. Ord March 4.  
 PENNINGTON, CHARLES PLUMER, residence unknown. High Court. Pet Feb 15. Ord March 4.  
 PETERS, PHILIP, Portlaid, Sussex, Baker. Brighton. Pet Feb 21. Ord March 3.  
 PICK, DENMEYER, Aldersgate st, Furrier. High Court. Pet Feb 18. Ord March 4.  
 ROWLANDS, HENRY, Cwmbran, Mon, Milkeller. Newport, Mon. Pet March 4. Ord March 4.  
 STOPS, WILLIAM, Hartington rd, Ealing, Builder. Brentford. Pet Feb 3. Ord March 1.  
 STREET, CAPTAIN, Bradford, Shutter Maker. Bradford. Pet March 5. Ord March 5.  
 THORN, THOMAS, Broadhembury, Devon, out of business. Exeter. Pet March 4. Ord March 4.  
 TURNER, CHARLES, Upton, Essex, Provision Dealer. High Court. Pet Jan 27. Ord March 3.  
 WALKER, JAMES, Foxfield, Wilts, Clerk in Holy Orders. Newbury. Pet March 4. Ord March 4.  
 WATTS, EDWARD, St James' pl, St James. High Court. Pet Feb 10. Ord March 3.  
 WEDOE, GEORGE, Chilton, Wilts, Blacksmith. Bath. Pet March 4. Ord March 4.  
 WEST, CHARLES, Leeds, Corn Merchant. Leeds. Pet Feb 22. Ord March 4.  
 WHERRY, JAMES, Clee, Linca, Farm Foreman. Gt Grimsby. Pet March 3. Ord March 3.  
 WHITING, JOSEPH, West green rd, Tottenham, Traveller. Edmonton. Pet March 4. Ord March 4.  
 WILMOUTH, HENRY, Maidstone, Fruiterer. Maidstone. Pet March 3. Ord March 3.

The following amended notice is substituted for that published in the London Gazette of Feb. 16.

HARRISON, THOMAS, South Stockton, Yorks, Pawnbroker. Stockton on Tees and Middlesborough. Pet Jan 18. Ord Feb 10.

The following amended notice is substituted for that published in the London Gazette of March 1.

ISAACS, COLEMAN, Manchester, Stationer. Manchester. Pet Feb 9. Ord Feb 24.

## FIRST MEETINGS.

APPLEBY, JAMES, Brough, Yorks, Timber Merchant. March 15 at 2. Law Society, Lincoln's inn bldgs, Hall.  
 ARMISTEAD, WILLIAM, Leeds, Provision Dealer's Cartman. March 15 at 2. Off Rec, Manor row, Bradford.  
 BARTON, ALFRED, Carlisle, Roseendale rd, West Dulwich, Builder. March 15 at 12. Bankruptcy bldgs, Lincoln's inn.  
 BEER, JOHN, Stokeinteighhead, Devon, Baker. March 16 at 2. Queen's Hotel, Newton Abbot.  
 BERRY, WILLIAM, Gt St Helens, Merchant Shipper. March 15 at 2.30. St. Carey st, Lincoln's inn.  
 BLEAISE, WILLIAM, Blackburn, Farmer. March 15 at 2. Off Rec, 14, Chapel st, Preston.  
 BRINDLEY, THOMAS TAIT, Southampton bldgs, Mining Agent. March 15 at 11. St. Carey st, Lincoln's inn.  
 BROWN, JAMES, Clee, Lincolns, Skipper. March 16 at 12. Off Rec, 3, Haven st, Gt Grimsby.

BUTCHER, WILLIAM, Basingstoke, Grocer. March 18 at 3. Off Rec, 4, East st, Southampton.  
 CHATWIN, HENRY JOHN, Sparkbrook, Warwick, Commercial Traveller. March 17 at 11. Off Rec, Birmingham.  
 COATES, ALLEN MARTIN, Sheffield, Station Master. March 16 at 11. Off Rec, Figgess lane, Sheffield.  
 COLLIER, RICHARD GEORGE, Worthing, Stonemason. March 15 at 12. Off Rec, 4, Pavilion bldgs, Brighton.  
 DAVIS, EDMUND FRANCIS, Burlington gardens, Solicitor. March 15 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 DICKENS, STEPHEN FRANCIS, Peterborough, out of business. March 17 at 12.45. County Court, Peterborough.  
 DRYSDALE, PETER, Newcastle on Tyne, Builder. March 19 at 10.30. Off Rec, Pink lane, Newcastle on Tyne.  
 DUNFORD, JAMES, Poole, Dorset, Builder. March 17 at 2.45. London Hotel, Poole.  
 DYSON, ELL, and THOMAS DYSON, Oldham, Joiners. March 16 at 2.30. Off Rec, Priory chmbrs, Union st, Oldham.  
 DYSON, ELL (sep estate), Oldham, Joiner. March 16 at 2.30. Off Rec, Priory chmbrs, Union st, Oldham.  
 DYSON, THOMAS (sep estate), Oldham, Joiner. March 16 at 2.30. Off Rec, Priory chmbrs, Union st, Oldham.  
 EPHORAYE, ELL, Redbourn, Hertfordshire, Baker. March 15 at 11. Off Rec, 29, Park st West, Luton, Bedfordshire.  
 EVANS, JOHN, Abererch, nr Pwllheli, Carnarvonshire, Master Mariner. March 28 at 2.30. Queen's Head Cafe, Bangor.  
 EVANS, MORGAN, Llanfihangel y Croyddin, Cardiganshire, Labourer. March 23 at 2. Townhall, Aberystwyth.  
 FLOCKTON, ALICE JANE, Dewsbury, Yorks, Confectioner. Mar 15 at 3. Off Rec, Bank chmbrs, Batley.  
 GRIFFITHS, ELIZABETH MARY, Swansea, Colliery Proprietress. Mar 16 at 11. Off Rec, 6, Rutland st, Swansea.  
 HALIMDAY, WILLIAM, Malden, Essex, Draper. Mar 15 at 12.45. Gt Eastern Hotel, Liverpool st.  
 HARRISON, JOHN, Springhead, Yorks, Builder. Mar 16 at 3. Off Rec, Priory chmbrs, Union st, Oldham.  
 HASHIM, KHALIL, Manchester, Merchant. Mar 16 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 HESLOP, JOHN, Manchester, Theatrical Manager. Mar 15 at 3. Off Rec, Ogden's chmbrs, Bridge st, Manchester.  
 HINDLE, JULES, Old Compton st, Soho sq, Dealer in Foreign Provisions. Mar 16 at 12. 33, Carey st, Lincoln's inn.  
 HUGHES, OWEN, Aberfraw, Anglesey, General Dealer. Mar 22 at 2. Queen's Head Cafe, Bangor.  
 ISAACS, COLEMAN, Manchester, Stationer. Mar 15 at 11.30. Off Rec, Ogden's chmbrs, Bridge st, Manchester.  
 KING, WILLIAM, Burslow, Surrey, Builder. Mar 17 at 2.30. Station Hotel, Redhill.  
 KNEESHAW, RICHARD, Pickering, Yorks, Watchmaker. March 16 at 11.30. Off Rec, 74, Newborough st, Scarborough.  
 LLOYD, JOHN JAMES, and CHARLES HENRY LLOYD, Pembroke Dock, Ironmongers. March 15 at 12. Grand Hotel, Broad st, Bristol.  
 MARSHALL, JOHN, Liverpool, Grocer. March 16 at 3. Off Rec, 25, Victoria st, Liverpool.  
 MINISTER, EDWARD WILLIAM, Argyll pl, Regent st. March 17 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 MORTON, JOHN, Victoria grove, Kensington, Wine Merchant. March 17 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 MUTLOW, JOHN, Tarrington, Herefordshire, Farmer. March 17 at 12. Court House, Ledbury.  
 PATTON, JOHN, and JOHN JACOB VICKERS, Fenchurch avenue, Steamship Managers. March 16 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 PETTIT, WILLIAM, Haldane rd, Fulham, Cowkeeper. March 17 at 2.30. 23, Carey st, Lincoln's inn fields.  
 PICKERSOILL, HENRY, Gt Queen st, Lincoln's inn fields, Builder. March 16 at 2.30. 33, Carey st, Lincoln's inn.  
 QUILLIAM, ALFRED, Fairfield, Lancs, Accountant. March 19 at 12. Off Rec, 25, Victoria st, Liverpool.  
 REES, DANIEL, New Swindon, Tea Dealer. March 16 at 11.30. Off Rec, 82, High st, Swindon.  
 ROWLANDS, HENRY, Cwmbran, Mon, Milk-seller. March 18 at 12. Off Rec, 12, Tredegar pl, Newport, Mon.  
 RUTHERFORD, WILLIAM, Kingston upon Hull, Carrier. March 15 at 11. Law Society, Lincoln's inn bldgs, Bowdley lane, Hull.  
 SANDERSON, WILLIAM, Shoreditch, Flock Manufacturer. March 17 at 11. Bankruptcy bldgs, Lincoln's inn.  
 SAUNDERS, WILLIAM PHILIP, Tonbridge, Kent, Boot Salesman. March 17 at 12. Off Rec, 4, Pavilion bldgs, Brighton.  
 SHELLARD, ALFRED TOM, Coventry, Bicycle Maker. March 16 at 1.30. Off Rec 17, Hertford st, Coventry.  
 STEWART, JOHN, Newark upon Trent, Grocer. March 17 at 12. Off Rec, 1, High pavement, Nottingham.  
 STONE, RICHARD, jun, Childrey, nr Wantage, Farmer. March 16 at 11.30. Off Rec, No. 1, 25 Aldgate, Oxford.  
 THORN, THOMAS, Broadbushbury, Devon, out of business. March 19 at 11. Off Rec, 12, Bedford circus, Exeter.  
 WEBB, ELIZABETH, Brighton, Spinster. March 17 at 11. 33, Carey st, Lincoln's inn.  
 WHITCOMB, HORACE, Moorgate st. March 15 at 11. Bankruptcy bldgs, Lincoln's inn fields.  
 WILCOX, HENRY ZACHARIAH, Bexhill on Sea, Sussex, Builder. March 15 at 3. Off Rec, 4, Pavilion bldgs, Brighton.  
 WILLIAMS, DANIEL, Eglwysilan, Glamorganshire, Farmer. March 17 at 12. Off Rec, Merthyr Tydfil.  
 WILMSHURST, HENRY, Maidstone, Fruiterer. March 17 at 3. Off Rec, Week st, Maidstone.  
 WILSON, JAMES, Sheffield, Licensed Victualler. March 16 at 12. Off Rec, Figgess lane, Sheffield.  
 The following amended notice is substituted for that published in the London Gazette of Feb. 25.  
 STEWART, CHARLES MALCOLM, Liverpool, Broker. March 18 at 2.30. Off Rec, 25, Victoria st, Liverpool.

## ADJUDICATIONS.

BARNHAM, THOMAS, Brookthorpe, Gloucester, Farmer. Gloucester. Pet March 5. Ord March 5.  
 BEER, JOHN, Stokeinteachhead, Devon, Baker. Exeter. Pet March 4. Ord March 4.  
 BLACKBURN, GEORGE FREDERICK, and JOHN GEORGE BLATHERWICK, Hanley, Boot Dealers. Hanley, Burslem, and Tunstall. Pet Jan 21. Ord March 2.  
 BODEN, GEORGE, Sheffield, Coal Merchant. Sheffield. Pet Feb 1. Ord March 4.  
 BULLETT, HENRY SAMUEL, Springfield, Essex, Baker. Chelmsford. Pet Feb 25. Ord March 2.  
 CLINCH, ALBERT, and PHILIP HENRY PATTEN, Rotherfield st, Islington, Builders. High Court. Pet Feb 28. Ord March 4.  
 COGGIN, THOMAS, Viceroy rd, South Lambeth, Clerk of Rates. High Court. Pet March 2. Ord March 5.  
 COOK, ALFRED, Stratford, Essex, Baker. High Court. Pet Feb 7. Ord March 4.  
 COOK, EDWIN, Leamington, Hatter. Warwick. Pet Feb 15. Ord March 3.

DAVIS, WALTER, Bristol, China Dealer. Bristol. Pet March 1. Ord March 3.  
 DICKENS, STEPHEN FRANCIS, Peterborough, out of business. Peterborough. Pet March 4. Ord March 4.  
 EPHORAYE, ELL, Redbourn, Hertfordshire, Baker. St Albans. Pet March 1. Ord March 5.  
 EVANS, JOHN, Abererch, nr Pwllheli, Carnarvonshire, Mariner. Bangor. Pet March 3. Ord March 3.  
 FISHER, JOHN JAMES, Bernard st, Russell sq, Licensed Victualler. High Court. Pet Feb 2. Ord March 5.  
 GANDY, MAURICE, Liverpool, Manager to a Company. Liverpool. Pet Feb 10. Ord March 4.  
 GOODING, WILLIAM, Deopham, Norfolk, Miller. Norwich. Pet March 1. Ord March 3.  
 GREEN, DANIEL, Thornton Heath, Croydon. Croydon. Pet Jan 3. Ord March 3.  
 HARRIS, ESTHER, and SARAH HARRIS, Swansea, Pawnbrokers. Swansea. Pet Feb 25. Ord March 3.  
 HARRISON, ROBERT, Stockton on Tees, Grocer. Stockton on Tees and Middlesborough. Pet Feb 17. Ord March 2.  
 HAUBERG, WILLIAM, Bristol, Clothier. Bristol. Pet Feb 15. Ord March 4.  
 HESLOP, JOHN, Withington, nr Manchester, Theatrical Manager. Manchester. Pet Feb 7. Ord March 4.  
 HODGETTS, EDWIN, Upton on Severn, Worcestershire, Boatman. Worcester. Pet Feb 24. Ord March 3.  
 HOE, CHARLES WILLIAM, Oxford st, Trunk Maker. High Court. Pet Feb 17. Ord March 4.  
 HYSLOP, DAVID, Formosa st, Warwick rd, Maidahill, Upholsterer. High Court. Pet March 2. Ord March 4.  
 JARVIS, ELIZA, Bury St Edmunds, Stationer. Bury St Edmunds. Pet Feb 19. Ord March 5.  
 JOEDAN, WILLIAM HENRY, Rothwell, Yorks, Farmer. Leeds. Pet March 5. Ord March 5.  
 KITCHING, JOHN, High st, Kingeland, Mantle Manufacturer. High Court. Pet Jan 29. Ord March 4.  
 KNEESHAW, RICHARD, Pickering, Yorks, Watchmaker. Scarborough. Pet March 4. Ord March 4.  
 LEWIS, JOHN, Llangurig, Montgomeryshire, Innkeeper. Newtown. Pet Feb 11. Ord March 4.  
 MAKES, FREDERICK MOSES, Moorgate st, Lithographic Artist. High Court. Pet Jan 12. Ord March 4.  
 MCKAY, ROBERT, Wardour st, Soho, Licensed Victualler. High Court. Pet March 5. Ord March 5.  
 MONTAGUE, MONTAGUE, Moorgate st, Lithographic Artist. High Court. Pet Jan 12. Ord March 4.  
 MORTON, —, High st, Peckham, Draper. High Court. Pet Dec 17. Ord March 3.  
 OSBOURNE, JOSEPH, Liversedge, Yorks, Fuller. Dewsbury. Pet March 4. Ord March 4.  
 OCKENDER, EDMUND JURY, Hove, Sussex, Builder. Brighton. Pet Feb 26. Ord March 3.  
 PADGHAM, ROBERT APPLETON, Beaufair, Pontefract, Tailor. Wakefield. Pet March 4. Ord March 4.  
 PARKER, RICHARD, Birmingham, Horse Dealer. Birmingham. Pet Feb 5. Ord March 5.  
 PICKERSOILL, HENRY, Dumbleton rd, Camberwell, Builder. High Court. Pet Jan 30. Ord March 4.  
 QUILLIAM, ALFRED, Fairfield, Lancs, Accountant. Liverpool. Pet Feb 14. Ord March 3.  
 REGAN, ELIZABETH, Church Eastons, Oxford, Publican. Oxford. Pet March 2. Ord March 4.  
 RUTHERFORD, WILLIAM, Kingston upon Hull, Carrier. Kingston upon Hull. Pet Feb 28. Ord March 3.  
 SADLER, PHILIP, Sidmouth, Devon, Grocer. Exeter. Pet Feb 17. Ord March 3.  
 SHELLARD, ALFRED TOM, Coventry, Bicycle Maker. Coventry. Pet March 2. Ord March 5.  
 SHORE, WILLIAM JAMES, Runcorn, Agent. Warrington. Pet Feb 23. Ord March 5.  
 STREET, CAPTAIN, Bradford, Shutter Maker. Bradford. Pet March 4. Ord March 5.  
 THORN, THOMAS, Broadbushbury, Devon, out of business. Exeter. Pet March 4. Ord March 4.  
 TREMBLE, RICHARD, Over Whitacre, Warwick, Farmer. Birmingham. Pet Feb 19. Ord March 5.  
 WALSH, JAMES, Ffosfield, Wilts, Clerk in Holy Orders. Newbury. Pet March 4. Ord March 4.  
 WAIT, ROBERT ALFRED, Victoria Docks, Essex, Copper-smith. High Court. Pet Nov 12. Ord Nov 30.  
 WEDGE, GEORGE, Chirton, Wilts, Blacksmith. Bath. Pet March 4. Ord March 4.  
 WESTON, LOUISA, Cheltenham, Widow. Cheltenham. Pet Feb 25. Ord March 3.  
 WHEBBY, JAMES, Cleo, Lincoln, Farm Foreman. Gt Grimsby. Pet March 2. Ord March 3.  
 WILMSHURST, HENRY, Maidstone, Fruiterer. Maidstone. Pet March 3. Ord March 3.  
 The following amended notice is substituted for that published in the London Gazette of March 1.  
 HARRISON, THOMAS, South Stockton, Yorks, Pawnbroker. Stockton on Tees and Middlesborough. Pet Jan 13. Ord Feb 25.

## SALES OF ENSUING WEEK.

March 15.—Mr. R. T. HAMILTON, at the Mart, at 2 p.m., Leasehold Property (see advt. this week, p. 325).  
 March 18.—Messrs. ELLIS & SON, at the Mart, at 2 p.m., Leasehold Properties (see advt., March 5, p. 4).

## CONTENTS.

CURRENT TOPICS.....	311	LAW STUDENTS' JOURNAL .....	310
INCURANCES UNDER THE YORK- SHIRE REGISTRATION ACTS, 1884, 1885	312	PENDING LEGISLATION .....	309
WANTED, THE LEGAL ESTATE .....	313	LEGAL NEWS .....	309
INCOME TAX CASES.....	314	COURT PAPERS .....	309
REVIEWS .....	315	WINDING-UP NOTICES .....	311
CORRESPONDENCE .....	315	CREDITORS' NOTICES .....	311
LAW SOCIETIES .....	319	BANKRUPTCY NOTICES .....	311

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